

IN THE U.S. DISTRICT COURT
FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

* * * * *

THOMAS POWER,	*
Plaintiff	* Case No.
vs.	* 2:17-CV-00154-MRH
HEWLETT-PACKARD	*
COMPANY,	*
Defendant	*

* * * * *

CONFIDENTIAL DEPOSITION OF
DAVID PIPHO
NOVEMBER 26, 2018

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OF

DAVID PIPHO, taken on behalf of the
Plaintiff herein, pursuant to the
Rules of Civil Procedure, taken before
me, the undersigned, Lacey C. Scott, a
Court Reporter and Notary Public in
and for the Commonwealth of
Pennsylvania, at the Law Offices of
Friday and Cox, 1405 McFarland Road,
Pittsburgh, Pennsylvania, on Tuesday,
November 26, 2018, beginning at 10:05
a.m.

A P P E A R A N C E S

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(Present via Zoom)

I N D E X

WITNESS: DAVID PIPHO

EXAMINATION

By Attorney Licata 7 - 124

DISCUSSION AMONG PARTIES 124 - 125

CERTIFICATE 126

EXHIBIT PAGE

		PAGE
<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>IDENTIFIED</u>
Number 1	HIPRO Document	
	Bates HP002519	77
Number 2	Form No. DC-002EA	90
Number 3	Defendant's Answers	
	to Plaintiff's	
	Interrogatories	118
Number 4	Amended Notice of	
	Deposition	118

OBJECTION PAGE

ATTORNEY

PAGE

Weiner 22, 23, 25, 28, 31, 33, 34,
61, 71, 72, 75, 76, 82, 83, 88, 102.
106, 107, 108, 110, 111, 115, 117

Betke 40, 113

S T I P U L A T I O N

(It is hereby stipulated and agreed by
and between counsel for the respective
parties that reading, signing,
sealing, certification and filing are
not waived.)

P R O C E E D I N G S

DAVID PIPHO,
CALLED AS A WITNESS IN THE FOLLOWING
PROCEEDING, AND HAVING FIRST BEEN DULY
SWORN, TESTIFIED AND SAID AS FOLLOWS:

EXAMINATION

BY ATTORNEY LICATA:

Q. Good morning. Can you state
your full name for the record, please?

A. David Alan Piphho.

Q. Mr. Piphho, have you ever had
your deposition taken before?

A. No.

Q. Okay.

1 So because we're on a video
2 conference, it is imperative that we
3 don't speak over each other. And it
4 is also very important that if you
5 don't understand or can't hear what
6 I'm saying you let me know. Or if you
7 need me to rephrase a question, please
8 ask me and I'll do my best.

9 It is also important that you
10 answer verbally, yes, no, I don't know
11 as opposed to a head nod or uh-huh or
12 uh-uh, because it would be very
13 difficult for the reporter to take
14 that down.

15 Also, just try to let me finish
16 asking my question and I will do the
17 same for you. I will let you finish
18 answering the question.

19 Other than that, what is your
20 current address?

21 A. My personal address or my work
22 address?

23 Q. Personal?

24 A. 14111 Timbergreen Drive,
25 Magnolia, Texas, 77355.

1 Q. And how long have you been at
2 that address?

3 A. About ten years.

4 Q. Have you lived in --- how long
5 have you lived in Texas?

6 A. Pretty much my whole life,
7 except for four years which I lived in
8 Colorado.

9 Q. And do you live with anyone?

10 A. I am sorry. You broke up a
11 little bit. Could you repeat the
12 question?

13 Q. Sure. Do you live with anyone?

14 A. Yes.

15 Q. Who do you live with?

16 A. My wife and five children.

17 Q. What is your wife's name?

18 A. Tammy.

19 Q. I'm sorry.

20 Can you repeat her first name?

21 A. It's Tammy, T-A-M-M-Y.

22 Q. Is your wife employed?

23 A. Yes.

24 Q. Does she work at HP?

25 A. No.

1 Q. Does she work in the IT
2 industry?

3 A. No.

4 Q. Did you --- where did you
5 attend high school?

6 A. Concordia Lutheran High School
7 in Tomball, Texas.

8 Q. What years did you attend high
9 school?

10 A. Between, I guess, '87 to '91.

11 Q. Did you graduate?

12 A. Yes.

13 Q. Did you attend college?

14 A. I attended technical college.

15 Q. What was the name of that?

16 A. DeVry Institute of Technology.

17 Q. When did you attend DeVry
18 Institute of Technology?

19 A. '90 --- approximately '91 to
20 '93.

21 Q. So you went to DeVry right
22 after graduating high school?

23 A. Yes.

24 Q. What did you study at DeVry?

25 A. Electronics.

1 Q. Any specialty within that
2 field?

3 A. No specialty. I have an
4 Associate's of Applied Science in
5 Electronics.

6 Q. How many years was that
7 program?

8 A. Two years.

9 Q. And you graduated from that
10 program?

11 A. Yes.

12 Q. Did you have any honors, awards
13 or distinctions while at DeVry?

14 A. No.

15 Q. Did you have any education
16 after DeVry?

17 A. No --- only education on the
18 job.

19 Q. What was your first job after
20 you graduated from DeVry?

21 A. First job after graduation
22 would have been at a company that
23 makes surveillance systems, Advanced
24 Surveillance Technologies.

25 Q. And what was your job title at

1 Advanced Surveillance Technologies?

2 A. Electrical technician.

3 Q. What did you do as an
4 electrical technician?

5 A. I assembled and installed
6 camera surveillance systems.

7 Q. Were these surveillance systems
8 like ones you would find on a building
9 or were they built into an electronic
10 device?

11 Can you just kind of elaborate
12 on that?

13 A. They were custom surveillance
14 systems in city environments as well
15 as transit bus environments.

16 Q. How long were you in that job?

17 A. About --- less than a year.

18 Q. Did you say less than a year or
19 you left in a year?

20 A. Less than one year.

21 Q. Okay.

22 What was your next job after
23 that?

24 A. HP --- I'm sorry. At the time,
25 Compaq Computer Corporation.

1 Q. And what was your job title
2 when you first worked for Compaq
3 Computer Corporation?

4 A. It would have been electrical
5 technician.

6 Q. What were your job duties as an
7 electrical technician for Compaq?

8 A. Debug boards for repair
9 purposes.

10 Q. How long were you an electrical
11 technician for Compaq?

12 A. I was in that particular
13 position for about six years before I
14 moved to a different position in a
15 group that made tools to support the
16 debug efforts.

17 Q. A different position within
18 Compaq?

19 A. Correct.

20 Q. What was your job title in that
21 next position?

22 A. It would have been advanced
23 electrical technician.

24 Q. And how did your job duties
25 differ from when you were an

1 electrical technician as opposed to an
2 advanced electrical technician?

3 A. Rather than being responsible
4 for repairing mother boards, I was
5 responsible for creating tools for
6 other technicians to do the board
7 repair.

8 Q. And when you say create ---
9 when you created tools, can you
10 describe what you mean by tools?

11 A. Primarily hardware tools. We
12 created interposer boards that would
13 interface with the diagnostics, and
14 then that diagnostic would run on a
15 --- on a board and give us better
16 insight into what was wrong with it at
17 the time.

18 Q. And you worked with a team in
19 that position?

20 A. I'm sorry. You broke up.
21 Could you repeat the question?

22 Q. Sure. You said you worked with
23 a team in that position?

24 A. That's correct.

25 Q. How many people were on your

1 team?

2 A. I believe we had about six
3 people on that team comprised of three
4 technicians and three engineers.

5 Q. Were you the, for lack of a
6 better term, the leader of that team
7 or was someone else the leader of that
8 team?

9 A. I was not the leader of the
10 team. I was one of the three
11 technicians. I was ---.

12 Q. How long were you in --- I'm
13 sorry.

14 A. I was one of the three
15 technicians supporting the three
16 engineers.

17 Q. How long were you in that
18 position?

19 A. About one year.

20 Q. What was your next job after
21 that?

22 A. I moved to a different position
23 within --- still at the time Compaq
24 Computer Corporation in the notebook
25 design organization in a team

1 responsible for notebook options.

2 Q. Approximately what year was
3 that where you moved to notebook
4 design?

5 A. It was --- let's see. It was
6 approximately 2001.

7 Q. What did you do in that
8 position?

9 A. Supported testing and some
10 design of various notebook options.

11 Q. When you say notebook options,
12 can you describe what you mean by
13 that?

14 A. Hard drive, optical drives,
15 documentation, some primary options.

16 Q. During this time while you were
17 at Compaq, did they require that you
18 undergo any type of education or
19 training?

20 A. Yes. There was a significant
21 amount of training for debugging
22 purposes as well as electrical
23 training.

24 Q. Was that training onsite or did
25 you go to another facility to get that

1 training?

2 A. At that time, the training was
3 onsite.

4 Q. Did you get any certifications
5 upon completing that training?

6 A. Internal certifications.

7 Q. Okay.

8 What certifications, what
9 internal certifications, did you
10 receive from that training?

11 A. I don't recall the names of the
12 certifications.

13 Q. Okay.

14 So after the notebook design
15 position, what was your next job?

16 A. So that's around the time of
17 the merger between Hewlett-Packard and
18 Compaq. And shortly thereafter, I did
19 move to a position in a team called
20 TC, total customer experience,
21 primarily supporting various customer
22 escalations from an electrical,
23 hardware, debug standpoint.

24 Q. When did you go into that
25 position?

1 A. It was around 2002.

2 Q. Do you have a Curriculum Vitae
3 or a résumé of some kind?

4 A. I do not.

5 Q. So how long were you in that
6 customer experience job?

7 A. I have pretty much been in that
8 job since that time. I have changed
9 roles slightly, but I have been in the
10 same organization until today.

11 Q. As we sit here today, what is
12 your job title?

13 A. It's electrical hardware
14 reliability engineer.

15 Q. And can you describe your job
16 duties as an electrical hardware
17 reliability engineer?

18 A. So primarily I am involved in
19 working, again, with customer
20 escalation and identifying the root
21 cause where they are driven from a
22 hardware electrical failure
23 standpoint, and driving the prevention
24 into future development where it is
25 appropriate.

1 Q. How long were you in that job
2 capacity?

3 A. I would say I have been in this
4 for the past six years or so.

5 Q. Are you a licensed engineer?

6 A. I'm not, but my title is an
7 engineer. But I am not a licensed
8 engineer.

9 Q. Do you have a supervisor in
10 that job capacity?

11 A. I'm sorry. Did you ask if I
12 have a supervisor?

13 Q. Yes.

14 A. Yes, I do.

15 Q. And who is that?

16 A. His name is Henry D. Lewis.

17 Q. Can you spell that, please?

18 A. H-E-N-R-Y, last name is
19 L-E-W-I-S.

20 Q. What is Mr. Lewis' job title?

21 A. Manager.

22 Q. Is there any other education,
23 training or experience that we haven't
24 touched on yet?

25 A. Not formal, primarily on the

1 job.

2 Q. Do you --- at Compaq and now at
3 Hewlett-Packard, did you have to do a
4 certain amount of training per year or
5 was it just for your position that you
6 were going into?

7 A. There were no requirements on a
8 certain amount of training. It was
9 just on the job as working through
10 problems, things like that.

11 Q. Do you have any specific
12 training regarding the use of lithium
13 ion batteries?

14 A. No.

15 Q. Did you review any documents in
16 preparation for today's deposition?

17 A. Yes.

18 Q. What documents did you review,
19 without disclosing anything that you
20 may have discussed with your
21 attorneys?

22 A. With the documents that were
23 provided, I reviewed --- do you want
24 the specific Bates stamp numbers for
25 those documents?

1 ATTORNEY LICATA:

2 Are those the ones that

3 I ---?

4 ATTORNEY WEINER:

5 David, are you referring
6 to the email that I sent you
7 last night that I received from
8 Plaintiff's counsel about the
9 exhibits that would be used for
10 the deposition today?

11 THE WITNESS:

12 Yes.

13 ATTORNEY WEINER:

14 Okay.

15 ATTORNEY LICATA:

16 Thanks.

17 THE WITNESS:

18 That was most recently
19 reviewed. I have skimmed
20 through the bulk of the
21 documents that are listed HP 1
22 through HP 5521.

23 BY ATTORNEY LICATA:

24 Q. Did you review a document that
25 is titled Amended Notice of Deposition

1 pursuant to Fed.R.Civ.P. 30(b)(6)?

2 A. I believe so. Yes, I did see
3 that document.

4 Q. And you reviewed the 16 topics
5 that are listed there?

6 A. Yes, I did review the 16
7 topics.

8 Q. I'm sorry. Can you repeat
9 that?

10 A. Yes, I did review the 16
11 topics.

12 Q. So I would just like to ask
13 generally, how is a Hewlett-Packard
14 battery pack identified?

15 ATTORNEY WEINER:

16 Objection to form. You
17 can answer, David, if you
18 understand the question.

19 THE WITNESS:

20 Could you please repeat
21 the question again?

22 ATTORNEY LICATA:

23 Sure.

24 BY ATTORNEY LICATA:

25 Q. How is a Hewlett-Packard

1 battery pack identified?

2 ATTORNEY WEINER:

3 Continuing objection to
4 form.

5 THE WITNESS:

6 It is identified through
7 an HP labeling with an HP Logo,
8 a message that states to
9 replace with HP spares, a CT
10 label and tracking number that
11 is tracked in HP databases.

12 BY ATTORNEY LICATA:

13 Q. Do the HP battery pack labels
14 have a certain sequence that they use
15 that you can determine that it is a
16 Hewlett-Packard product?

17 A. I'm not sure what you mean by
18 sequence. Do they have a particular
19 format?

20 Q. Correct.

21 A. Yes.

22 Q. And what is that format?

23 A. Again, it has an HP logo, a
24 message that states replace with HP
25 spares, an HP cart number, an HP CT

1 tracking serial number.

2 Q. What about the --- let's stick
3 to lithium ion battery. Let me ask
4 you this. What is a lithium ion
5 battery?

6 A. It is a device that stores a
7 charge that is used to power a
8 notebook computer during normal
9 operation.

10 Q. Are there other types of
11 batteries other than lithium ion
12 batteries?

13 A. Yes.

14 Q. What other types of batteries
15 are there?

16 A. Your question seems kind of
17 broad. Are you asking what other
18 types of batteries are used in HP
19 notebook products or is the question
20 something else?

21 Q. Okay.

22 Does HP use other types of
23 batteries in their products --- let's
24 limit it to their laptop products ---
25 other than lithium ion batteries?

1 ATTORNEY WEINER:

2 Objection. The notice
3 is for the particular 8730
4 EliteBook model. So let's keep
5 our questions to that. That's
6 my objection.

7 ATTORNEY LICATA:

8 Okay.

9 ATTORNEY BETKE:

10 With respect to this
11 product, go ahead.

12 THE WITNESS:

13 With respect to this
14 product, I'm not aware of any
15 other battery technology other
16 than the lithium ion that is
17 used.

18 BY ATTORNEY LICATA:

19 Q. So when we're talking about the
20 battery pack, my understanding is that
21 there is almost like a plastic casing
22 and there are battery cells that are
23 inside that casing.

24 Is that correct?

25 A. That's correct.

1 Q. And how can you identify or how
2 do you identify whether the cells that
3 are contained in that plastic casing
4 are an HP product as opposed to
5 another brand of product?

6 A. The cells are identified
7 through markings that are familiar
8 based on the cells that was known to
9 be qualified with that particular
10 battery pack.

11 Q. Did you review any information
12 regarding the battery that was at-
13 issue in this case?

14 A. I reviewed pictures of the
15 at-issue battery.

16 Q. Can you tell me what type of
17 battery it is?

18 A. No.

19 Q. Did you review any information
20 regarding the laptop that was at-issue
21 in this case?

22 A. I reviewed pictures.

23 Q. Can you identify the laptop
24 that is at-issue in this case?

25 A. Yes. Based on the markings and

1 labels of the laptop, as well as the
2 serial number, we can identify it as
3 being an 8730W notebook computer.

4 Q. And when that 8730W notebook
5 computer is sold by Hewlett-Packard,
6 does it come with a Hewlett-Packard
7 battery pack?

8 A. Yes.

9 Q. And what ---?

10 ATTORNEY BETKE:

11 Josh, excuse me for one
12 second. I just want to
13 clarify, because there might be
14 some misunderstanding. It is a
15 Hewlett-Packard approved pack,
16 but I don't want Josh to think
17 it is made by Hewlett-Packard.
18 So you may want to clarify
19 that.

20 The battery pack is not
21 made by Hewlett-Packard. He
22 said a Hewlett-Packard battery
23 pack. Do you see what I'm
24 saying?

25 THE WITNESS:

1 Yes. I apologize.

2 Clarifying my answer, it is
3 sold with an HP-approved
4 battery pack, but it is not
5 manufactured by HP.

6 BY ATTORNEY LICATA:

7 Q. Who manufactures it?

8 ATTORNEY WEINER:

9 Object to form. Are you
10 talking about this particular
11 at-issue ---?

12 ATTORNEY LICATA:

13 No, the battery pack
14 that he just identified, the HP
15 approved battery pack that
16 comes with the 8730W notebook
17 computer.

18 THE WITNESS:

19 So you are asking
20 specifically for the at-issue
21 laptop?

22 BY ATTORNEY LICATA:

23 Q. Well, are there multiple ---
24 let me start with this. Go ahead.

25 ATTORNEY BETKE:

1 Josh, the chargers are
2 just a nomenclature protocol.
3 Don't get caught up on this.
4 So if we're talking about the
5 artifact battery pack, which
6 would be the one that Mr. Power
7 had on his lap that day, let's
8 call it the artifact battery
9 pack.

10 And then if we're
11 talking about the one that
12 would have shipped with the
13 notebook computer that we
14 believe is at-issue, can we say
15 the one that was shipped with
16 the notebook at-issue? Does
17 that clarify that?

18 ATTORNEY LICATA:

19 Yes. So okay --- yes,
20 that's fine.

21 ATTORNEY BETKE:

22 Does that make sense to
23 you, David?

24 THE WITNESS:

25 Yes.

1 ATTORNEY BETKE:

2 Okay.

3 So let's try that.

4 BY ATTORNEY LICATA:

5 Q. Okay.

6 So who manufactures the battery
7 pack that is shipped with the at-issue
8 notebook computer?

9 A. STL Technology.

10 Q. Where are they located?

11 A. They are physically --- the
12 plant that did the manufacturing, I'm
13 not aware.

14 Q. And does STL Technology
15 manufacture all parts of the battery
16 pack that is shipped with the at-issue
17 notebook computer?

18 A. No.

19 Q. What parts of the battery pack
20 that is shipped with the at-issue
21 notebook computer does STL Technology
22 manufacture?

23 A. I am not 100-percent sure, but
24 I know they do the final assembly as a
25 pack and they're responsible for the

1 design of the pack.

2 Q. You said they design the pack?

3 A. Correct, the battery pack
4 assembly.

5 Q. Who manufactures the cells that
6 come with the battery pack that is
7 shipped with the at-issue notebook
8 computer?

9 A. From the information we have,
10 Sony.

11 Q. Are there any other
12 manufacturers that are involved in the
13 process of making the battery pack
14 that is shipped with the at-issue
15 notebook computer?

16 A. There are component
17 manufacturers for the various
18 electrical components that are used in
19 the pack.

20 Q. Could you identify them and
21 identify the component part which they
22 manufacture?

23 ATTORNEY WEINER:

24 Objection to form. Hold
25 on, David. Objection to form.

1 Are you referring to the
2 specific laptop that Mr. Power
3 had that day or in general the
4 8730?

5 ATTORNEY LICATA:

6 The battery pack that is
7 normally shipped with the
8 at-issue notebook computer.

9 BY ATTORNEY LICATA:

10 Q. Can you identify those who
11 manufacture the other component parts
12 that you have not identified yet and
13 the component part that they
14 manufacture?

15 A. Not all of them, no.

16 Q. Can you do some of them?

17 A. PI makes the controller.
18 Beyond that, I'm not aware who all the
19 manufacturers were.

20 Q. Did you say PI?

21 A. Yes.

22 Q. What is the controller? What
23 is that?

24 A. The controller is what manages
25 the communication between the pack and

1 notebook.

2 Q. Can the battery pack that is
3 shipped with the at-issue notebook
4 computer be used in other brands of
5 laptops?

6 ATTORNEY BETKE:

7 You broke up all over
8 the place with that one. Can
9 you say that again?

10 ATTORNEY LICATA:

11 I'm sorry, Chris?

12 ATTORNEY WEINER:

13 He said you broke up.

14 ATTORNEY BETKE:

15 You broke up a little
16 bit, too. Can you do your
17 question again, please?

18 ATTORNEY LICATA:

19 Sure.

20 BY ATTORNEY LICATA:

21 Q. Can --- the battery pack that
22 is shipped with the at-issue notebook
23 computer, can it be used with other
24 brands of laptop computers?

25 ATTORNEY WEINER:

1 Object. It is beyond
2 the scope of ---

3 THE WITNESS:

4 I can't speculate on
5 that.

6 ATTORNEY WEINER:

7 It is beyond the scope
8 of the notice anyway.

9 BY ATTORNEY LICATA:

10 Q. How did HP determine that the
11 artifact battery used in this machine
12 at the time of the incident was not an
13 HP product?

14 A. So I think the initial and
15 obvious is based on the photographs.
16 The markings for the labels are not
17 HP. The serial number listed is not a
18 valid HP serial number. And the paper
19 label has no HP markings and is not
20 consistent with the format of HP
21 labels.

22 Q. Who designs the battery that is
23 shipped with the at-issue notebook
24 computer?

25 ATTORNEY WEINER:

1 I'm going to object to
2 form, because I don't know if
3 you mean the pack or the cells?

4 ATTORNEY LICATA:

5 Well, if they're
6 different, then let me know, if
7 there's multiple parties that
8 design the different parts of
9 the battery that is normally
10 shipped with the at-issue
11 notebook computer.

12 ATTORNEY BETKE:

13 Okay.

14 I think we lost that
15 question. So if you don't
16 mind, Josh, can you please
17 repeat the question?

18 ATTORNEY LICATA:

19 Sure.

20 BY ATTORNEY LICATA:

21 Q. Who designs the battery pack
22 that is shipped with the at-issue
23 notebook computer?

24 A. The design and manufacturing of
25 the battery pack is owned by STL

1 Technology.

2 Q. And do they also design the
3 cells?

4 A. They do not design the cells.

5 Q. Do you know who designs the
6 cells?

7 A. It is my understanding that is
8 Sony.

9 ATTORNEY BETKE:

10 Again, we're talking
11 about with respect to the
12 battery pack that was in the
13 at-issue notebook when it was
14 sold?

15 ATTORNEY LICATA:

16 Correct.

17 BY ATTORNEY LICATA:

18 Q. For the battery pack that is
19 sold with the at-issue notebook
20 computer, who tests them?

21 ATTORNEY BETKE:

22 Are you talking about
23 design or are you talking about
24 manufacture or both?

25 ATTORNEY LICATA:

1 I mean, who tests them
2 once they're manufactured?

3 ATTORNEY BETKE:

4 Okay.

5 So I'm not trying to be
6 difficult, but I just want to
7 --- you know, you deal with
8 design, right, then it gets
9 tested. And then when it gets
10 to the manufacturing it gets
11 tested specifically ---
12 basically it comes off the
13 assembly line, if you will.

14 ATTORNEY LICATA:

15 Correct.

16 ATTORNEY BETKE:

17 All right.

18 THE WITNESS:

19 So it is tested by the
20 battery pack manufacturer
21 themselves, STL Technology.

22 Again, to clarify, you
23 are talking about the specific
24 battery pack that was used in
25 the notebook. You are not

1 talking about how the design
2 was ---?

3 ATTORNEY LICATA:

4 I'm talking about the
5 battery --- yeah. I'm talking
6 about the battery pack that was
7 normally shipped with the ---
8 normally shipped with the
9 at-issue notebook computer.
10 That's what I'm talking about.

11 THE WITNESS:

12 And again, just to
13 clarify, you're talking about
14 the single physical pack that
15 was manufactured that shipped
16 with the at-issue notebook?

17 BY ATTORNEY LICATA:

18 Q. Correct, the completed product.

19 A. So it would have been tested by
20 the pack manufacturer, in this case,
21 STL. And it would have been tested by
22 the notebook ODM, original design
23 Manufacturer, with their technology
24 --- I'm sorry. I apologize. It would
25 have been Inventec Corporation.

1 Q. What was that last company you
2 said?

3 A. Inventec Corporation.

4 Q. So regarding the battery pack
5 that's normally shipped with the
6 at-issue notebook computer, does
7 Hewlett-Packard have any role in the
8 testing of the battery pack at any
9 stage of the process?

10 A. Again, it is important to
11 clarify if you're talking about the
12 single physical battery that was
13 shipped with the at-issue notebook
14 versus the validation of the design
15 itself.

16 Q. The single battery?

17 A. No.

18 Q. Do they have a role in testing
19 the design of the battery pack that is
20 normally shipped with the at-issue
21 notebook computer?

22 A. Their role is auditing the
23 specification and monitoring the
24 testing that is done by the battery
25 manufacturer, the ODM, in this case,

1 Inventec Corporation, and the safety
2 testing that is also done by a third
3 party.

4 Q. So how does Hewlett-Packard
5 monitor that process?

6 A. The design process is monitored
7 with a --- what we call a system team
8 that manages the process from
9 conception through prototyping until
10 it is released to manufacturing.

11 Q. So does Hewlett-Packard have a
12 representative that is onsite where
13 these things --- where these battery
14 packs are being manufactured to
15 monitor this process?

16 A. So you are asking if HP has a
17 representative onsite at the battery
18 manufacturer?

19 Q. Yes, to do the monitoring that
20 you described.

21 ATTORNEY BETKE:

22 I'm going to object.

23 The monitoring --- I think
24 we're talking right now about
25 two different things. The

1 monitoring he describes, or the
2 work he described, I should
3 say, was in the design stage.
4 You are now asking a question
5 about the manufacturing stage.
6 It is really important that we
7 try to keep those two universes
8 separate. You can ask about
9 both as much as you want, Josh.
10 I'm not trying to do that, but
11 it has got to be clear when he
12 is answering about design, he's
13 answering about design, and
14 when he is answering about
15 manufacturing, he is answering
16 about manufacturing. That's
17 all. Otherwise, we're going to
18 get way off ---.

19 ATTORNEY LICATA:

20 Absolutely. And please
21 correct me. I mean, you know
22 more about these batteries than
23 I do. So if I'm not asking a
24 question that you understand,
25 just please ask me and I'll try

1 to do it again.

2 ATTORNEY BETKE:

3 Thank you.

4 I think what threw us a
5 curve in --- the first part of
6 the question was fine, but then
7 you said as you just described,
8 and you had asked a
9 manufacturing question, but he
10 just described the design
11 testing process, if you will.

12 BY ATTORNEY LICATA:

13 Q. Right. So let me ask it this
14 way.

15 So HP monitors the design of
16 the battery pack that is normally
17 shipped with the at-issue notebook
18 computer.

19 Correct?

20 A. We monitor the qualification
21 process and results, yes, that's
22 correct.

23 Q. And who at Hewlett-Packard is
24 responsible for that?

25 A. I don't have the name in front

1 of me.

2 Q. Is it a department?

3 A. There's a team that is
4 responsible for the battery pack.

5 Q. And that's the system team you
6 described earlier?

7 A. The system team is responsible
8 for the integration of the battery and
9 other components into the notebook.
10 There's a different team that is
11 responsible for the battery packs and
12 relationships with the battery pack
13 suppliers.

14 Q. What is a positive temperature
15 coefficient device?

16 A. There's different ways to take
17 that. You can take it literally as a
18 PTC fuse, a resettable fuse, or you
19 can take it generally as a device that
20 monitors the temperature.

21 Q. And is the HP --- is the
22 battery pack that is shipped with the
23 at-issue notebook computer equipped
24 with a PTC?

25 A. You broke off at the end.

1 Could you repeat the question?

2 Q. Sure. Is the battery pack that
3 is shipped with the at-issue notebook
4 computer equipped with a PTC?

5 A. Yes.

6 Q. Where is this device located in
7 the battery?

8 A. I couldn't give you the exact
9 location. I don't know.

10 Q. Can you just describe generally
11 how the PTC works?

12 A. So it would tell the battery
13 controller what the current
14 temperature is of the cells, as well
15 as that information would be
16 communicated back to the notebook
17 computer.

18 Q. So for the battery that is
19 shipped with the at-issue notebook
20 computer, is there just one PTC or are
21 there multiple PTCs?

22 A. There are multiple.

23 Q. Is there a PTC --- for the
24 battery that is shipped with the at-
25 issue notebook computer, is there a

1 PTC that is --- I'm sorry. Strike
2 that.

3 For the battery that is
4 normally shipped with the at-issue
5 notebook computer, is there one PTC
6 per battery cell?

7 A. I am not sure.

8 Q. Do you know how many PTCs there
9 are for the battery that is shipped
10 with the at-issue notebook computer?

11 A. I do not.

12 Q. For the battery that is shipped
13 with the notebook computer, where is
14 the current flow path?

15 A. You are asking what is the
16 current flow path?

17 Q. Well, I was asking where --- I
18 was asking where, but if you want to
19 describe what it is, too, that's fine?

20 A. In general, the current flow
21 path would be from the devices that
22 are drawing power within the notebook
23 through the interconnect to the
24 battery through the discharge. That's
25 the path itself. Beyond that, it

1 would be too complicated to fully
2 describe.

3 Q. So that was --- what you
4 described was just in general?

5 A. Yes.

6 Q. For the battery that is shipped
7 with the at-issue notebook, are these
8 PTCs internal to the batteries
9 themselves?

10 A. When you say internal to the
11 battery, are you asking if it is
12 internal to the battery pack or
13 internal to the battery cell?

14 Q. Let's start with cells.

15 A. I'm not aware of any internal
16 cells. I know there are some external
17 to the cell.

18 Q. When you examined the
19 photographs and everything else you
20 looked at for the artifact battery
21 pack, did you find any of these PTCs?

22 A. I don't see any in the
23 pictures.

24 Q. For the battery shipped with
25 the at-issue notebook, does it come

1 equipped with a current interrupt
2 device?

3 A. Yes.

4 Q. And what is a current interrupt
5 device?

6 A. The battery pack controller is
7 responsible for monitoring the current
8 that is either going in or coming out
9 of the battery pack and charged or
10 discharged. So it would be in that
11 respect --- the current interrupt
12 device would be a combination of the
13 battery controller and the charge and
14 discharge fail.

15 Q. So in the battery that is
16 shipped with the at-issue notebook,
17 where is this device located?

18 A. Located on a small PCB board
19 inside of the battery pack case.

20 Q. For the battery that is shipped
21 with the at-issue notebook, are all
22 the cells within the battery pack
23 protected by a single current
24 interrupt device or are there multiple
25 current interrupt devices?

1 A. There is a single and there may
2 be more that I'm not aware of.

3 ATTORNEY BETKE:

4 Is there a design
5 document or ---?

6 THE WITNESS:

7 There are design
8 documents that fully describe
9 that specification and behavior
10 of that battery pack.

11 ATTORNEY BETKE:

12 If you want to ever look
13 at one of those, Josh is not
14 limiting you. It is not a
15 memory test. If there's a
16 design document that would help
17 you, you can go ahead and look
18 at it.

19 THE WITNESS:

20 If you need
21 clarification, I would need to
22 look through some of the
23 battery specs for the notebook.

24 BY ATTORNEY LICATA:

25 Q. Do you have Bates stamp

1 HP003116 --- or 3115 and 3116?

2 ATTORNEY BETKE:

3 03115 and 3116?

4 ATTORNEY LICATA:

5 Correct.

6 ATTORNEY BETKE:

7 Give us one second.

8 ATTORNEY LICATA:

9 Okay.

10 ATTORNEY BETKE:

11 Just so we're on the
12 same page, the document 3115
13 has on top of it the number two
14 and it says specification?

15 ATTORNEY LICATA:

16 Correct.

17 ATTORNEY BETKE:

18 Then the next page says
19 rating?

20 ATTORNEY LICATA:

21 Correct.

22 ATTORNEY BETKE:

23 By the way, while we're
24 doing this, probably make a
25 note that the HP side of this

1 is designating this deposition
2 as confidential under
3 protective order. I probably
4 should have said that before,
5 but I think we can do
6 protective both during and
7 after. So let me just do it
8 now while we're talking about
9 proprietary material.

10 ATTORNEY WEINER:

11 The Confidentiality
12 Order entered by Judge Hornack
13 specifies that and it's all
14 being produced within the
15 confines of that Order, so
16 we're --- everything is good to
17 go.

18 ATTORNEY BETKE:

19 Great. Thank you, guys.

20 BY ATTORNEY LICATA:

21 Q. So when --- you indicated that
22 you would need to look at the specs of
23 the battery in order to determine
24 which battery cells are being --- or
25 I'm sorry, how many of these current

1 interrupt devices there are for this
2 particular battery pack.

3 And my question is, is this
4 what you are referring to?

5 A. No.

6 Q. Well, for the battery shipped
7 with the at-issue notebook, what are
8 the specs for that battery?

9 A. Let me find that.

10 ATTORNEY WEINER:

11 While David is looking
12 through, if you want to put on
13 the beginning or end, it
14 doesn't really matter, that
15 counsel have agreed to
16 reservation of objections other
17 than form until the time of
18 trial or motion.

19 ATTORNEY LICATA:

20 That's correct.

21 ATTORNEY BETKE:

22 You just apparently said
23 --- some things breaking up on
24 our end. If you care to repeat
25 them so we know what you are

1 saying, I would appreciate it.

2 ATTORNEY WEINER:

3 I'm sorry, Chris. It
4 was directed to the court
5 reporter. I was just having it
6 noted in the transcript that
7 counsel have agreed to reserve
8 all objections other than those
9 to the form of the question for
10 the time of trial or by motion.

11 ATTORNEY BETKE:

12 Okay.

13 Great. Thank you.

14 We forgot about the
15 court reporter. We can just
16 see one eye ---.

17 ---

18 (WHEREUPON, AN OFF RECORD DISCUSSION
19 WAS HELD.)

20 ---

21 THE WITNESS:

22 So the schematic for the
23 battery pack is Bates stamped
24 HP003036.

25 BY ATTORNEY LICATA:

1 Q. Okay.

2 ATTORNEY BETKE:

3 Josh, does that answer
4 your question?

5 ATTORNEY LICATA:

6 Yeah. I mean, if that's
7 the specs. I was looking ---
8 I'll just continue on. But
9 yes, it does.

10 ATTORNEY BETKE:

11 He pointed to the
12 schematic. I mean, I suspect
13 the spec as a whole is longer
14 than one page, but you were
15 talking about the specific
16 schematic that would provide
17 the information you were
18 talking about. Right? Do I
19 have that right or am I ---
20 do I have that right?

21 BY ATTORNEY LICATA:

22 Q. What I'm getting at --- and
23 I'll just continue. What I'm getting
24 at is for the battery that is shipped
25 with the at-issue notebook, what is

1 considered the maximum charge?

2 A. Maximum charge what?

3 Q. Voltage? I believe it is 17
4 volts, but I would have to look at the
5 specification. Yes, the maximum
6 charge voltage is 17 volts.

7 Q. And what is the maximum charge
8 current?

9 A. 3.8 amps or 3800 milliamps.

10 Q. Can you describe the difference
11 between --- for the battery pack that
12 is sold with the at-issue notebook,
13 looking at the specifications, can you
14 describe the difference between
15 nominal voltage and rated charge
16 voltage?

17 ATTORNEY WEINER:

18 Do you want to refer him
19 to what page you are looking
20 at?

21 ATTORNEY LICATA:

22 Yes. I'm looking at
23 3116. I mean, that's what I'm
24 look at but ---.

25 THE WITNESS:

1 Yeah, I'm not sure.

2 ATTORNEY BETKE:

3 Josh, David is here on a
4 broader category. Can we try
5 to produce somebody who knows
6 something about everything, so
7 he is not --- he knows about
8 batteries, but he is not on the
9 battery team. We have someone
10 who has a cross section of
11 knowledge to make it easier for
12 you, but I just want you to
13 know that.

14 ATTORNEY LICATA:

15 No. I understand.

16 ATTORNEY BETKE:

17 You know how that is.
18 You got 16 categories. You
19 can't --- you can try to get
20 someone who can answer
21 questions about everything.

22 ATTORNEY LICATA:

23 Correct.

24 ATTORNEY BETKE:

25 You might not be the

1 expert on the specific topic.

2 ATTORNEY LICATA:

3 I understand. I

4 appreciate it.

5 BY ATTORNEY LICATA:

6 Q. So I'm going to switch gears a
7 little bit here. Did you review any
8 photographs, information regarding the
9 charger that was used by Mr. Power
10 during this incident?

11 A. I believe there was a photo
12 that was provided.

13 ATTORNEY BETKE:

14 I don't believe there's
15 one --- I was going to say just
16 so you know what is going on,
17 Josh, he is looking at a list
18 of the documents. I don't have
19 a recollection of there being a
20 photograph of the artifact in
21 the production. I think it
22 would have been taken by the
23 expert through you guys
24 separately.

25 So while he is looking

1 for that, I don't want him
2 spending time looking for that
3 if you --- because I don't
4 believe it is in there. Do
5 you?

6 ATTORNEY LICATA:

7 I don't remember seeing
8 it, but ---?

9 ATTORNEY BETKE:

10 I don't think it's in
11 there. And I think the
12 photograph he's looking at, I
13 don't think it is there.

14 BY ATTORNEY LICATA:

15 Q. Did you by chance review HP'S
16 Answers to Plaintiff's
17 Interrogatories?

18 A. Yes.

19 Q. So it is stated several times,
20 but I'm looking at question six.

21 A. Okay.

22 Q. And if you go down, it is about
23 halfway down. There's a sentence that
24 reads, the Defendant does not know
25 whether the artifact adapter is

1 original to the power notebook. Do
2 you see that?

3 A. Okay.

4 I see it.

5 Q. My question is what
6 investigation did you do to determine
7 whether that adapter was original to
8 the laptop?

9 A. I was not involved in that
10 investigation.

11 Q. So for this portion, like we
12 did before, I know you guys referred
13 to it in your Interrogatories as the
14 artifact adapter. So I will use that
15 term to describe the adapter that Mr.
16 Power was using at the time. Do you
17 know the make and model of the
18 artifact adapter?

19 A. I do not.

20 ATTORNEY BETKE:

21 Josh, I don't want to be
22 impolite here. Unlike the
23 battery pack you were saying
24 original, this is saying
25 unknown ---

1 ATTORNEY LICATA:

2 Right.

3 ATTORNEY BETKE:

4 --- category, so just so
5 you --- if you want to ask
6 shipped with, he can answer
7 that question. It could be
8 that we're not saying it is
9 not, we're saying we don't
10 know.

11 ATTORNEY LICATA:

12 I would clarify that for
13 the record. When I say
14 artifact adapter, that is not
15 to say --- when we say artifact
16 battery pack, it is unknown at
17 this time whether the adapter
18 was original to the at-issue
19 laptop.

20 BY ATTORNEY LICATA:

21 Q. What is the make and model of
22 the adapter that would be shipped with
23 the at-issue notebook?

24 A. It is a HIPRO 120-watt adapter.

25 Q. So some of the documents were

1 produced --- and I'm looking at Bates
2 stamp HP002544 through HP002560.

3 ATTORNEY BETKE:

4 Can you give us the
5 numbers again?

6 ATTORNEY LICATA:

7 2544 through 2560.

8 ATTORNEY BETKE:

9 2544 --- give him one
10 second to flip through it here.

11 ATTORNEY LICATA:

12 Sure.

13 ATTORNEY BETKE:

14 Familiarized.

15 BY ATTORNEY LICATA:

16 Q. Do you recognize what these 16
17 pages of documents are?

18 A. Safety certification report.

19 Q. And are --- these safety
20 certifications, are they all for the
21 same product?

22 A. When you say, are they all for
23 the same product, you mean are they
24 all for the same adapter?

25 Q. Correct.

1 A. I'm not sure, but it appears
2 that there are multiple model numbers
3 ---

4 Q. Okay.

5 A. --- in the documentation.

6 Q. Are any of the model numbers
7 within the 16 pages the model number
8 of the adapter that would be sold with
9 the at-issue notebook computer?

10 A. Yes.

11 Q. Which one is that?

12 A. Yeah, I'm not sure.

13 Q. Just so I'm clear, out of these
14 16 pages, we're not sure whether any
15 of these documents refer to the
16 adapter that would be sold with the
17 at-issue notebook?

18 ATTORNEY WEINER:

19 Objection to form. You
20 can answer it.

21 THE WITNESS:

22 You mean adapter? I'm
23 sorry.

24 ATTORNEY BETKE:

25 I'm sorry. I may have

1 --- did you say adapter that
2 would have been sold with the
3 at-issue notebook?

4 ATTORNEY LICATA:

5 No. I said --- I just
6 wanted to be clear that out of
7 the 16 pages that I asked the
8 witness to refer to, he is not
9 sure if any of these refer to
10 the adapter that would be sold
11 with the at-issue notebook
12 computer.

13 ATTORNEY BETKE:

14 All right. I believe he
15 said he could not match the
16 model number, could not give
17 you the model number, but go
18 ahead.

19 THE WITNESS:

20 That's correct. I
21 cannot --- with the information
22 that's provided in the shipping
23 records, it is not possible to
24 match the exact model that was
25 certified.

1 BY ATTORNEY LICATA:

2 Q. Is there another way that you
3 could match up the information that's
4 contained in these documents to the
5 adapter that would be sold with the
6 at-issue notebook computer?

7 A. It may be possible to research
8 the adapter shipped with the at-issue
9 notebook via CTP commodity tracking
10 number to get that level of detail.

11 Q. For the adapter that would be
12 sold with the at-issue notebook, do
13 you know what the rating is?

14 A. So you broke up on the first
15 part of your question. Could you ask
16 that again, please?

17 Q. Sure. For the adapter that
18 would be sold with the at-issue
19 notebook computer, do you know what
20 the rating would be?

21 A. The power rating is 120 watts.

22 Q. Okay.

23 We'll do the same question but
24 --- the same question, but what about
25 the amps? It is not listed

1 specifically?

2 ATTORNEY BETKE:

3 If you don't know, just
4 say you don't know.

5 THE WITNESS:

6 Not listed in the
7 information on the at-issue
8 notebook, so I can't be sure.

9 BY ATTORNEY LICATA:

10 Q. What about the volts?

11 A. Again, the specific model is
12 not listed, and so we can't be 100
13 percent sure. The typical voltage is
14 19.5 volts.

15 However, there are some slight
16 differences by adapter model.

17 Q. So by the way, just because I'm
18 starting to go through documents --- I
19 didn't tell you this before. If you
20 want to take a break or anything, let
21 me know. If you want to talk to your
22 attorney, you just let me know.

23 ATTORNEY BETKE:

24 Yeah. I think it might
25 make sense --- if this is a

65

1 good time, he has been going at
2 it about an hour and a half
3 now. It's probably a good idea
4 to take a little bathroom break
5 and get some coffee in here ---
6 get some coffee and bring it
7 back in here, and you know,
8 just clear our heads for a
9 moment.

10 ATTORNEY LICATA:

11 Okay.

12 Let's take a break.

13 ATTORNEY BETKE:

14 Let's take a five or
15 seven minute break or something
16 like that. Okay?

17 ATTORNEY LICATA:

18 Sounds good.

19 ---

20 (WHEREUPON, A SHORT BREAK WAS TAKEN.)

21 ---

22 (WHEREUPON, COURT REPORTER READS BACK
23 PREVIOUS QUESTION.)

24 ---

25 BY ATTORNEY LICATA:

1 Q. All right.

2 I would like to direct your
3 attention to Bates stamp HP002519?

4 A. Did you say 800?

5 Q. No, just 002519.

6 A. Okay.

7 Q. Do you recognize what is
8 depicted here?

9 A. What I show is a page of the
10 HIPRO specification showing the
11 mechanical dimension of the output
12 cable.

13 Q. And I think I know the answer
14 to this question because we went over
15 this, but can you tell if this diagram
16 is a diagram of the adapter that would
17 be sold with the at-issue notebook
18 computer?

19 A. Just to clarify what you're
20 asking, is this diagram of the adapter
21 that should have shipped with the
22 at-issue notebook?

23 Q. Correct.

24 A. Yes.

25 Q. So looking at the diagram on

1 the left-most portion of the page, do
2 you see where it has pin one, pin two
3 and pin three?

4 A. Yes.

5 Q. What is the --- what are the
6 purpose of those pins?

7 A. There's three pins for power,
8 ground and what is called adapter ID.

9 Q. Using the diagram, can you
10 identify which pin is power, which pin
11 is ground and which pin is adapter ID?

12 A. From this diagram, it looks
13 like pin one is the adapter ID, pin
14 two would be power, pin three would be
15 ground.

16 Q. And what is the purpose of each
17 of these pins?

18 A. The purpose of power and ground
19 is to deliver and complete the current
20 path from --- of DC power from the
21 adapter into the notebook computer.
22 The ID pin is used to identify the
23 available wattage of the AC adapter as
24 well as to regulate current and
25 throttling in the notebook.

1 Q. Are any of these pins
2 considered a smart pin?

3 A. The ID pin could be considered
4 a smart pin.

5 Q. Could you define for me what
6 you consider to be a smart pin?

7 A. The ID pin that I previously
8 described that identifies the
9 available wattage of the adapter, as
10 well as is used as a signal to
11 regulate current and throttling inside
12 the notebook.

13 Q. Okay.

14 And focusing on the adapter ID
15 pin, pin one in the diagram, what is
16 that pin made of as far as material?

17 A. The pin is made of an internal
18 base metal of copper and may have
19 different plating types. I'm not sure
20 if it is listed in the specification
21 or not what protective plating they
22 used.

23 Q. And can --- this pin, pin one
24 in the diagram, can it bend?

25 A. I am not sure I understand the

1 question.

2 Q. Can --- pin one, which is
3 depicted in the diagram that we're
4 looking at now, can it move from ---
5 can it be moved from its original
6 position to where it was manufactured?

7 A. It is not designed to be moved.

8 Q. So I guess my question is, I
9 understand it is not designed to be
10 moved, but can it be moved?

11 A. So you are asking if someone
12 were to take an object and insert it
13 into the adapter barrel and exhibit
14 some amount of force, could it be
15 moved? Is that what you're asking?

16 Q. Yes.

17 A. I suppose that could be
18 possible.

19 Q. Okay.

20 Well, here is a personal
21 example. What if someone like me, who
22 I have done this before, has my
23 computer plugged in, and I forget that
24 it is plugged in. And I take my
25 computer off the table, and it has the

1 cord still attached to it. Would that
2 bend that center pin there or could it
3 bend that?

4 A. It should not. It should not,
5 because the mechanical structure is
6 maintained by the outer barrel.

7 Q. What would happen to the
8 functionality of that pin if it were
9 to become loose?

10 A. Become loose?

11 Q. Correct.

12 A. You are asking what would
13 happen to the functionality of the pin
14 if it were to become loose or to
15 become bent like you previously
16 stated?

17 Q. Correct.

18 A. If it were no longer making
19 contact with the adapter ID detect pin
20 inside the notebook, then the notebook
21 would display a message and default to
22 a lower power state.

23 Q. When you say the notebook, are
24 you talking about the at-issue
25 notebook?

1 A. Correct.

2 Q. Can you describe what the
3 at-issue notebook's software would do
4 with the information gained from these
5 pins?

6 ATTORNEY BETKE:

7 Mike, can you object to
8 the form on that one?

9 ATTORNEY WEINER:

10 Yeah. I mean, I'll
11 object just in terms of the
12 what it would do part. Also,
13 there's no foundation for the
14 software question, but go
15 ahead. If you understand,
16 David, go ahead.

17 THE WITNESS:

18 Are you asking what it
19 normally does, the information
20 in the ID?

21 ATTORNEY BETKE:

22 In other words, not
23 --- setting aside the prior
24 questions about what would
25 happen in a unique

1 circumstance, you are asking
2 --- do you mean generally what
3 is it supposed to do or are you
4 still asking about what it
5 would do if the thing was bent
6 or loose?

7 ATTORNEY LICATA:

8 Let me back up. I'll
9 back up.

10 THE WITNESS:

11 All right.

12 BY ATTORNEY LICATA:

13 Q. You testified that the adapter
14 ID pin, pin number one in the diagram,
15 identified available wattage and
16 regulated current and throttling.

17 Correct?

18 A. Correct.

19 Q. Okay.

20 Does that pin interact with the
21 software of the at-issue laptop?

22 ATTORNEY WEINER:

23 Object to the form.

24 THE WITNESS:

25 Yes.

1 BY ATTORNEY LICATA:

2 Q. And how does it interact with
3 the software from the at-issue laptop?

4 A. There should be a warning
5 message displayed if it does not
6 detect the ID pin stating that the
7 laptop may be used at lower power.

8 Q. And it is my fault for not
9 being clear, but how does that pin
10 interact with the laptop software if
11 it is not damaged, if it is perfectly
12 normal the way it was manufactured and
13 designed?

14 A. Just to clarify, when you say
15 software, I believe you are speaking
16 to the operating system on the
17 notebook?

18 Q. Okay.

19 A. There's also firmware inside
20 the imbedded controller that could be
21 considered software. Which
22 specifically are you referring to?

23 Q. I was referring more to the
24 laptop as a whole, but let's start
25 with the operating system.

1 A. The operating system would be
2 used solely for displaying of
3 messaging. If that ID pin were no
4 longer making contact for the system
5 as a whole, the primary communication
6 is through --- let me get to the
7 document here.

8 A. The communication would be
9 through a system signal, adapter
10 signal.

11 ATTORNEY BETKE:

12 Explain your answer.

13 THE WITNESS:

14 And I apologize. Could
15 you repeat your initial
16 question?

17 BY ATTORNEY LICATA:

18 Q. Sure. So I was asking how the
19 information --- how that adapter ID
20 pin interacts with the laptop itself.
21 You indicated that there's multiple
22 systems, including an operating
23 system. And then you also said there
24 was a firmware. It operates with the
25 firmware.

1 So I guess my next question
2 would be how does it interact with the
3 firmware?

4 A. So the imbedded controller in
5 the notebook would utilize the adapter
6 signal primarily to identify the
7 wattage of the AC adapter, ensuring
8 that it is within the appropriate
9 range. That's for that particular
10 notebook design.

11 And real time, the same signal
12 would be used as the notebook is
13 operating. It would regulate
14 throttling of the CPU to ensure that
15 the notebook stays within the rating
16 of the adapter.

17 Q. Does the at-issue laptop permit
18 the batteries to be charged if the
19 power supply is not the correct size?

20 ATTORNEY BETKE:

21 Object to the form,
22 Mike, please.

23 ATTORNEY WEINER:

24 I'll object to the form.
25 I also object to the terms, the

1 size of --- what power
2 component are you referring to?

3 ATTORNEY LICATA:

4 Okay.

5 BY ATTORNEY LICATA:

6 Q. So will the at-issue notebook
7 allow the batteries to be charged if
8 the power supply --- let's say the
9 output cable that is depicted in
10 figure one on HP 002159 is not the
11 correct size?

12 ATTORNEY WEINER:

13 Continuing objection to
14 form. Go ahead, David, if you
15 understand.

16 THE WITNESS:

17 The depiction on HP
18 002519 is a mechanical drawing.
19 And so when you say the wrong
20 size, are you referring to the
21 wrong mechanical size?

22 BY ATTORNEY LICATA:

23 Q. Sure.

24 A. If the connector is the wrong
25 mechanical size, and it is not to the

1 specifications, I could not speculate
2 as to what might occur.

3 Q. All right.

4 ATTORNEY LICATA:

5 While we're on this,
6 I'll mark this diagram we're
7 talking about as Plaintiff's
8 Exhibit 1.

9 ---

10 (Whereupon, Deposition
11 Exhibit Number 1, HIPRO
12 Document Bates HP002519,
13 was marked for
14 identification.)

15 ---

16 BY ATTORNEY LICATA:

17 Q. I would like to take your
18 attention back to the Interrogatories
19 that we were referencing earlier.

20 A. Okay.

21 Q. I'm looking at question 14.

22 A. Okay.

23 Q. So I'm looking, and it is a
24 pretty large paragraph here, but I'm
25 looking about nine lines down with the

1 sentence that starts with in addition.

2 ATTORNEY BETKE:

3 You said number 14, nine
4 lines down, starts with in
5 addition?

6 ATTORNEY LICATA:

7 Correct.

8 THE WITNESS:

9 Okay.

10 BY ATTORNEY LICATA:

11 Q. Would you mind reading that
12 sentence, please?

13 A. Go ahead.

14 ATTORNEY BETKE:

15 I think he wants you to
16 read that --- did you want him
17 to read it aloud or to himself?

18 BY ATTORNEY LICATA:

19 Q. Can you please read it aloud,
20 please?

21 A. From in addition to what ---?

22 Q. To the end of the sentence,
23 yes.

24 ATTORNEY BETKE:

25 In addition ---.

THE WITNESS:

In addition, computer software logic in both the EliteBook 8730w's CPU and in the battery pack which would have shipped with it monitor and control the battery charge and discharge processes to ensure these occur at safe temperatures and voltages.

BY ATTORNEY LICATA:

Q. Okay.

So my question is what type of computer software logic is contained in the battery pack that would have shipped with the at-issue notebook?

A. You cut off at the end, but I believe you are saying ---.

Q. I can repeat it. I can repeat it. My question is what type of computer software logic is contained in the battery pack that would have shipped with the at-issue notebook?

A. There is what is referred to as firmware that is programmed into the

1 battery controller that's inside the
2 battery pack.

3 Q. Can you just describe what
4 exactly it is that this computer
5 software logic in the battery pack
6 that would have shipped with the
7 at-issue notebook does?

8 A. You broke up at the beginning.
9 Could you repeat?

10 ATTORNEY BETKE:

11 Josh, I don't know that
12 --- I'm trying to --- I can't
13 match your mouth movements with
14 your voice, but it looks like
15 you might be looking down at
16 certain times. And when you
17 look down, I think that's when
18 we lose you. I'm guessing, but
19 you might want to try if you
20 can as best you can to like
21 speak forward and we'll see how
22 that goes.

23 ATTORNEY LICATA:

24 Okay.

25 BY ATTORNEY LICATA:

1 Q. So what type of computer
2 software --- sorry, I already asked
3 you that question.

4 Can you describe what the
5 computer software logic does that is
6 contained in the battery pack that is
7 shipped with the at-issue notebook?

8 A. High level monitor battery
9 helps communicate with the notebook
10 computer and controls the necessary
11 regulation of charge and/or safety
12 aspects of the battery.

13 Q. Can a user of the --- let's say
14 the same model as the at-issue
15 notebook. Can a user go on to their
16 laptop, on their screen and view this
17 information that this computer
18 software logic is interfacing with the
19 laptop?

20 And if that's a bad question,
21 let me know, but my question is can
22 the user see this information that is
23 being exchanged between the battery
24 pack and the laptop itself, the CPU?

25 ATTORNEY WEINER:

1 Objection to form.

2 THE WITNESS:

3 No.

4 BY ATTORNEY LICATA:

5 Q. Did you say no?

6 A. Not with the as-shipped
7 condition and available software.

8 Q. For the at-issue notebook, is
9 there an alarm or a warning on the
10 screen that appears if a non-HP
11 approved battery is being used?

12 A. I'm not sure.

13 ATTORNEY BETKE:

14 Josh, just to clarify,
15 you are asking just simply if
16 it is not approved, not if it
17 somehow malfunctions or has
18 some sort of --- trips
19 something, like that? You are
20 just saying literally if it is
21 not an HP approved product?

22 ATTORNEY LICATA:

23 Correct.

24 THE WITNES:

25 I can't speculate on

1 what the non-approved battery
2 may do or how it may be ---.

3 BY ATTORNEY LICATA:

4 Q. So I know --- forgive me,
5 because I am not near as computer
6 literate as you are, but I know if I
7 leave my iPhone out in the sun or use
8 it too long, it gives me a message
9 saying it is going to overheat or it
10 even shuts down.

11 My question is does the
12 at-issue notebook have a feature that
13 is similar to that where if it
14 overheats that it will notify the user
15 or shut down?

16 ATTORNEY WEINER:

17 Objection to form.

18 THE WITNESS:

19 Yes, it does.

20 BY ATTORNEY LICATA:

21 Q. Can you describe that feature?

22 A. So at a high level, that is
23 described in the Answer to the
24 Interrogatory question 14. In
25 summary, there's active control of the

1 CPU utilizing fan and throttling.
2 There are also secondary controls. If
3 the CPU were to reach a temperature
4 above the active control, it will send
5 a signal to the power supply that
6 would cut power to the notebook.

7 There are also additional
8 components, that even if the CPU
9 signal is not received, if the
10 temperature goes above a threshold, it
11 will also cut power to the notebook.

12 Q. Okay.

13 Is it possible for the user of
14 the at-issue notebook to monitor the
15 temperature of the battery?

16 A. I am not sure with the software
17 that was applied from the factory with
18 the at-issue notebook.

19 ATTORNEY BETKE:

20 The user would know
21 that, would they not?

22 THE WITNESS:

23 Let me make sure I
24 understood the question you
25 asked. Can the user monitor

1 the battery temperature?

2 BY ATTORNEY LICATA:

3 Q. Yeah, from the laptop itself?

4 ATTORNEY BETKE:

5 Are you asking, can they
6 take the temperature or are you
7 asking if one of the safety
8 features wouldn't work, would
9 the user know that?

10 ATTORNEY LICATA:

11 Q. What I'm asking is if the user
12 was curious about how hot their
13 battery was, can they make a few
14 clicks on the mouse and find that
15 information out from the screen of
16 their computer?

17 A. There is a battery utility that
18 is shipped with --- and I believe was
19 included during this timeframe ---
20 that could allow the user to read the
21 battery temperature.

22 Q. Did you say a battery utility?

23 A. Yes.

24 Q. What do you mean by that? What
25 is a battery utility?

1 A. It is a software utility called
2 an HP battery check.

3 Q. And you testified that you
4 believe that it was in the at-issue
5 notebook?

6 A. I can't say for sure it was ---
7 if it was loaded on the software with
8 the at-issue notebook.

9 Q. But that software existed at
10 the time that this --- the at-issue
11 notebook was manufactured?

12 A. Yes.

13 Q. So if that software was loaded
14 into the at-issue notebook, what
15 information could the user look at?

16 A. It would --- I don't know
17 everything. I know that it would show
18 the battery temperature and the
19 battery health based on the battery
20 internal assessment of itself.

21 Q. What do you mean by battery
22 health?

23 A. The primary indicator of
24 battery health is the number of
25 charge/discharge cycles that it's

1 experienced. And the utility would
2 validate if it is --- if the remaining
3 capacity is at an acceptable level
4 based on the number of charge and
5 discharge cycles.

6 Q. If this software was loaded
7 into the at-issue notebook, could the
8 user view the temperature of each of
9 the individual cells in the battery
10 pack that would have been shipped with
11 the notebook?

12 A. No.

13 Q. Same question, but what about
14 fan speed? Can they view fan speed?

15 A. Not with the factory provided
16 software.

17 Q. What is a thermtrip?

18 A. It is a term to identify if the
19 system is to be shut down because of
20 thermal --- because the temperature
21 has gone too high.

22 Q. Could you describe how exactly
23 a thermtrip works?

24 A. So in general system contact,
25 the thermtrip would indicate that the

1 CPU has gone above a certain
2 temperature, and the system should be
3 shut down to prevent overheating.

4 Q. Does the at-issue notebook shut
5 down battery charging or limit the
6 amperage if high battery temperatures
7 are found?

8 ATTORNEY WEINER:

9 Objection to form.

10 THE WITNESS:

11 Yes.

12 BY ATTORNEY LICATA:

13 Q. You said yes?

14 A. Yes.

15 Q. How does that work?

16 A. If the battery --- I apologize.
17 Could you repeat the question, the
18 last question that you asked me?

19 Q. Sure. I asked does the laptop
20 shut down the battery charging or
21 limit the amperage if high battery
22 temperatures are found?

23 ATTORNEY WEINER:

24 Continuing objection.

25 THE WITNESS:

1 You used the term high
2 battery temperatures.
3 Generally, the notebook does
4 regulate charging or not
5 charging based on temperature
6 reported by the battery.

7 BY ATTORNEY LICATA:

8 Q. And how does that work?

9 A. The battery --- there is a
10 single battery temperature that is
11 reported by the battery controller to
12 the embedded controller in the
13 notebook. If that goes above a
14 threshold, then the charging will be
15 discontinued.

16 Q. For the battery pack that is
17 shipped with the at-issue notebook, is
18 there an acceptable range of
19 temperature that the battery should
20 operate at?

21 A. Yes.

22 Q. And what is that range?

23 A. From the battery specification
24 --- so it is Bates stamped HP003116.
25 The allowable operating temperature

1 range is zero degrees Celsius to 45
2 degrees Celsius for charging.

3 Q. What happens if it goes ---
4 what happens if the temperature of the
5 battery pack that is shipped with the
6 at-issue notebook goes beyond 45
7 degrees Celsius?

8 A. The embedded controller inside
9 the notebook computer will tell the
10 charger controller to not allow
11 charging.

12 Q. So does it --- does the
13 controller completely turns the charge
14 off or does it limit the charging?

15 A. Based on the information I
16 have, it does not allow any charging
17 above 45 degrees.

18 ATTORNEY LICATA:

19 I may refer back to this
20 document, but for now I would
21 like to mark it as Plaintiff's
22 Exhibit 2, HP003116.

23 ---

24 (Whereupon, Deposition
25 Exhibit Number 2, Form

1 Number DC-002EA, was
2 marked for
3 identification.)

4 ---

5 BY ATTORNEY LICATA:

6 Q. So I hate to keep moving you
7 around here, but going back to HP'S
8 Answer to Interrogatory number 14, I'm
9 looking one, two, three, four, five,
10 six, seven lines up from the bottom, a
11 sentence that starts, an operating
12 system based.

13 A. Okay.

14 Q. So that line --- that sentence
15 says an operating system based, quote,
16 critical shutdown, end quote, function
17 will cause the system to turn off even
18 in the event the aforementioned safety
19 features are nonfunctional.

20 Did I read that correct?

21 A. Yes.

22 Q. So critical shutdown is in
23 quotations. Can you describe what
24 that critical shutdown function is?

25 A. So what's being described here

1 is still in the operating system and
2 the aforementioned safety features are
3 referring to the active thermal
4 management of the CPU throttling and
5 fan.

6 So the critical shutdown
7 function would put the system into ---
8 it would put it into I believe a
9 forced state, hibernation state which
10 would --- a forced state, hibernation
11 state, which would save the ram to
12 hard drive and turn off the power.

13 Q. And that critical shutdown
14 function is activated once the other
15 safety features become nonfunctional?

16 A. If it were to reach a threshold
17 beyond indicating the aforementioned
18 controls were not successful.

19 Q. So on the next paragraph it
20 reads, further answering, the
21 EliteBook 8730w shipped with a battery
22 pack which contains design features to
23 monitor and control temperature,
24 voltage and current to ensure the
25 lithium ion battery cells charge and

1 discharge within safe ranges.

2 Did I read that correctly?

3 A. Yes.

4 Q. So when you reviewed the
5 pictures and other information you may
6 have reviewed regarding the battery
7 pack that Mr. Power was using on the
8 day of the incident, did you see any
9 of the same design features that
10 monitor and control temperature,
11 voltage and current that are
12 referenced in this part of the answer
13 to Interrogatory 14?

14 A. There's --- from the pictures
15 that were provided, there's no way to
16 determine if those features were
17 present or not.

18 Q. Why is that?

19 A. I guess a few reasons. One,
20 you would have to look at the control
21 board. And then, two, there would be
22 no way to physically identify whether
23 all of those features were present,
24 because they are also part of firmware
25 that are programmed into the

1 controller ID.

2 ATTORNEY BETKE:

3 Josh, just to make it
4 clear, he looked at --- what he
5 referred to was a very limited
6 universe of photographs not
7 like all of the photographs
8 that were taken by our experts.
9 He did not review those.

10 ATTORNEY LICATA:

11 Okay.

12 ATTORNEY BETKE:

13 It is a --- I don't know
14 in my head what is in those
15 photographs, that batch, but he
16 is looking at a discrete
17 universe of photographs.

18 ATTORNEY LICATA:

19 Okay.

20 BY ATTORNEY LICATA:

21 Q. Can you identify all warnings
22 and instructions that were contained
23 on the battery pack that would have
24 been shipped with the at-issue
25 notebook?

1 A. I cannot provide all of them,
2 because I don't have a picture of the
3 at-issue --- of the battery pack that
4 was shipped with the at-issue
5 notebook. However, we do have a label
6 that states replace with HP spares.

7 Q. I'm sorry. Can you repeat the
8 last part that you said? I missed it.

9 A. There's a marking on the label
10 that states replace with HP spares.

11 Q. Are you looking at a picture of
12 a label right now?

13 A. I am not sure if that was
14 included in the documentation or not.

15 Q. Are there any other warnings
16 and instructions that you can think of
17 off the top of your head that were
18 contained on the battery pack that
19 would have been shipped with the at-
20 issue notebook?

21 ATTORNEY BETKE:

22 You are saying on the
23 battery pack?

24 ATTORNEY LICATA:

25 Correct.

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THE WITNESS:

I believe there's a warning that says do not dispose of it in fire. I would have to get the labels located to give you any others.

ATTORNEY BETKE:

Josh, why don't we go ahead? I'll make a note and take a little break and see if he can find the labels and come back to that. Is that okay?

ATTORNEY LICATA:

Fine with me.

ATTORNEY BETKE:

Why don't you --- unless you feel like you have it right there. If you can't read it, we'll note what the page is.

THE WITNESS:

I can give you the Bates stamp page label.

ATTORNEY LICATA:

Sure.

THE WITNESS:

1 HP003134 for the
2 instruction labels, and then
3 the HP CTP label is HP003135.

4 ATTORNEY LICATA:

5 Do you still want to
6 take a break or keep going?

7 THE WITNESS:

8 I'm sorry?

9 ATTORNEY LICATA:

10 Did you guys still want
11 to take a break or keep going?

12 ATTORNEY BETKE:

13 I was actually just
14 looking at the clock and
15 thinking it might be time to
16 take a quick bathroom break,
17 probably as good a time as any.
18 Take a quick break.

19 ---

20 (WHEREUPON, A SHORT BREAK WAS TAKEN.)

21 ---

22 BY ATTORNEY LICATA:

23 Q. So for the power for the
24 adapter here, the one that is shipped
25 with the at-issue notebook, are there

1 any other manufacturers of any of the
2 parts of that adapter other than what
3 we discussed today already which I
4 believe was HIPRO?

5 A. When you say are there any
6 other manufacturers, are you asking
7 for ones shipped with the specific at-
8 issue notebook or that were qualified
9 to ship?

10 Q. I guess I'm not quite sure what
11 that distinction is. What do you mean
12 by qualified to ship as opposed to
13 shipped?

14 A. So the at-issue adapter, at
15 issue on both, shipped with a single
16 HIPRO adapter. And so is your
17 question, were there other suppliers
18 other than HIPRO that were qualified
19 to ship with this model of notebook?

20 Q. Okay.

21 So how many other models of
22 chargers were qualified to be used
23 with this at-issue notebook?

24 ATTORNEY BETKE:

25 Give me one second.

1 ATTORNEY WEINER:

2 Hey, David and Chris, if
3 it helps, I think what you are
4 looking for is Answer to
5 Interrogatory number 10 and the
6 attached Exhibit A to it.

7 ATTORNEY BETKE:

8 Yeah. I think that's
9 just going to speak to the
10 actual, the one at-issue. I
11 thought, for some reason, the
12 Interrogatory Answers discussed
13 other qualified manufacturers,
14 but I think it might have been
15 in a document response. And
16 I'm referring to this document
17 that David, I think, now has in
18 front of him ---.

19 ATTORNEY WEINER:

20 Okay.

21 ATTORNEY BETKE:

22 I probably delayed him
23 actually.

24 THE WITNESS:

25 So you are asking other

1 than HIPRO, is there another
2 supplier qualified ---?

3 BY ATTORNEY LICATA:

4 Q. Qualified, yeah, that's
5 qualified to be shipped with the
6 at-issue notebook?

7 A. Yes.

8 Q. And then I asked how many other
9 power cords and adapters were
10 qualified to ship with the at-issue
11 notebook?

12 A. I know you are asking power
13 cords, which is a trick question.

14 Q. Oh, okay.

15 Well, my apologies. I'm not
16 trying to trick you. Just the adapter
17 then.

18 A. Lite-On is also qualified as an
19 adapter.

20 Q. Can you repeat --- what was
21 that name?

22 A. Lite-On, L-I-T-E dash O-N.

23 Q. Are you referencing a certain
24 Bates stamp number right now?

25 A. I am.

1 Q. Can you just tell me which one
2 that is?

3 A. HP002317.

4 Q. Are you finished answering?

5 A. Yes. Yes. Sorry. That is the
6 only other supplier of adapters ---

7 Q. Okay.

8 A. --- that was qualified to ship
9 with the at-issue notebook.

10 Q. When these qualified adapters
11 are shipped with the at-issue
12 notebook, is HP'S logo put on them
13 prior to them being shipped?

14 A. Yes.

15 Q. Has the HP --- or has the
16 battery pack that would have been
17 shipped with the at-issue notebook
18 ever been recalled?

19 A. I'm sorry. Could you repeat
20 that?

21 Q. Sure. Has the battery pack
22 that would have been shipped with the
23 at-issue notebook ever been recalled?

24 A. Not that I'm aware, no.

25 Q. Has the adapter that would have

1 been shipped with the at-issue
2 notebook ever been recalled?

3 A. Not that I'm aware of, no.

4 Q. Has the at-issue notebook, the
5 same model as that notebook, has that
6 ever been recalled?

7 A. No.

8 Q. Do you know if the model
9 at-issue notebook is still sold today?
10 Strike that. Bad question.

11 Can --- the battery pack that
12 would have been shipped with the
13 at-issue notebook, can it be used in
14 other brands of laptops?

15 ATTORNEY WEINER:

16 Objection. It goes
17 beyond the scope of the notice.

18 ATTORNEY LICATA:

19 I mean, I would say
20 number three puts it in that
21 scope, but are you going to say
22 for him not to answer?

23 ATTORNEY BETKE:

24 Josh, how about this?
25 I'll allow him to answer to his

1 knowledge, but it won't be a
2 30(b)(6) response. Is that a
3 fair compromise?

4 ATTORNEY LICATA:

5 That's fair.

6 ATTORNEY BETKE:

7 Okay. Go ahead.

8 THE WITNESS:

9 I couldn't speculate
10 that it would fit mechanically
11 or work, function electrically
12 with anything other than this
13 particular notebook.

14 BY ATTORNEY LICATA:

15 Q. One of the topics we requested
16 that we talk about today is number 16,
17 safety testing of the subject laptop
18 battery pack and cells. Can you
19 describe the safety testing of the
20 cells of the subject battery pack?

21 ATTORNEY BETKE:

22 Sorry. You left out
23 like every other word. We
24 could probably guess the
25 question, but obviously you

1 don't want us to guess the
2 question. Could you
3 please ---?

4 ATTORNEY LICATA:

5 Sure.

6 BY ATTORNEY LICATA:

7 Q. One of the topics we asked you
8 to review today was number 16, the
9 safety testing of the subject laptop
10 battery pack and cells. My question
11 was, can you describe the process of
12 safety testing for the cells of the
13 battery pack that would have been sold
14 or shipped with the subject laptop?

15 ATTORNEY BETKE:

16 Just remember what I was
17 saying about design and
18 manufacture, that there may be
19 two separate categories on
20 that. So if you want him to do
21 both, he'll do the best he can.
22 But I just wanted to be ---
23 it's important that you and he
24 are on the same page in that
25 regard.

1 ATTORNEY LICATA:

2 Correct.

3 BY ATTORNEY LICATA:

4 Q. Let's go with design, because I
5 believe you testified HP is involved
6 with the design part of it, so we'll
7 go with the design.

8 A. Yeah. So we require that the
9 pack go through 6950 testing, and
10 there is additional cell level safety
11 testing that is done.

12 ATTORNEY BETKE:

13 UL6950.

14 THE WITNESS:

15 UL6950, and there --- I
16 don't know if I have the cell
17 level safety support number.

18 ATTORNEY BETKE:

19 Why don't you just tell
20 him who does the testing? We
21 can figure out the standard
22 later.

23 THE WITNESS:

24 Okay.

25 So at a high level, the

1 pack cell suppliers do their
2 own internal testing. HP
3 requires a third party validate
4 and go through the industry
5 standard 6950 and 1642 testing
6 that cell level. Does that
7 answer your question?

8 BY ATTORNEY LICATA:

9 Q. Yeah. So I'm just going to
10 switch gears a little bit here, but
11 --- well, let me make sure here. Are
12 you aware that there are battery packs
13 and cells that are not approved for
14 use by HP that can fit into the
15 at-issue laptop?

16 ATTORNEY WEINER:

17 Objection to form.

18 THE WITNESS:

19 You asked if I am aware
20 that there are battery packs
21 and/or cells that would fit ---
22 I'm sorry. Could you repeat
23 the question?

24 BY ATTORNEY LICATA:

25 Q. Sure. Are you aware that there

1 are battery packs and cells that are
2 not approved by HP that can fit into
3 the at-issue laptop?

4 ATTORNEY WEINER:

5 Continuing.

6 THE WITNESS:

7 Yes, I am aware.

8 BY ATTORNEY LICATA:

9 Q. Are you aware that there are
10 hundreds of manufacturers of batteries
11 out there where they make batteries
12 that can fit into HP products?

13 ATTORNEY WEINER:

14 Objection to form.

15 THE WITNESS:

16 I'm not aware of a
17 number of, a quantity of
18 manufacturers.

19 BY ATTORNEY LICATA:

20 Q. I'm not asking for a specific
21 number, but you are aware that there's
22 a lot of them.

23 Correct?

24 ATTORNEY WEINER:

25 Continuing.

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THE WITNESS:

I won't speculate.

There's likely more than one,
yes.

BY ATTORNEY LICATA:

Q. Does Hewlett-Packard in the
manufacturing of their product ---
manufacturers and designers of their
product --- design their laptops,
specifically the at-issue notebook,
knowing that their consumers may
possibly purchase battery packs that
are non-HP approved?

ATTORNEY WEINER:

Objection to form.

ATTORNEY BETKE:

I'm going to allow him
to testify on his personal
knowledge, but the choices made
by consumers is not a category
in the deposition notice. And
I don't think David really has
any particular knowledge about
the choices made by consumers.
So I'll let him --- he is

1 sitting here. I'll let him
2 testify to his personal
3 knowledge, but can we agree
4 that it is not binding on the
5 corporation? It is not a
6 30(b)(6) response.

7 ATTORNEY LICATA:

8 Well, I'm not --- here
9 is the thing. I'm not
10 necessarily asking whether they
11 have knowledge that consumers
12 actually do that. I'm just
13 wondering if HP designs their
14 products with that assumption
15 in mind, that their consumers
16 may do that. I think there's a
17 distinction there, but ---.

18 ATTORNEY BETKE:

19 Are you still asking him
20 about his knowledge about what
21 consumers may do? I'm not
22 really sure I understand it.

23 Do you want to take a
24 break and discuss it to see if
25 --- let's go off the record for

1 a moment.

2 ATTORNEY LICATA:

3 Okay. You guys can
4 discuss. I'll leave.

5 ---

6 (WHEREUPON, A SHORT BREAK WAS TAKEN.)

7 ---

8 ATTORNEY BETKE:

9 Go ahead.

10 THE WITNESS:

11 To answer that last
12 question, we design the
13 notebook to interact
14 specifically with HP approved
15 battery packs. And I can't
16 speculate or comment on what
17 the behavior would be beyond
18 that.

19 BY ATTORNEY LICATA:

20 Q. Okay.

21 What software inputs are
22 received by the CPU from the battery
23 pack that would have been shipped with
24 the at-issue notebook?

25 ATTORNEY WEINER:

1 Objection to form.

2 THE WITNESS:

3 Are you asking
4 specifically what would have
5 been received by the CPU or
6 just in general by the
7 notebook?

8 BY ATTORNEY LICATA:

9 Q. Let's start with in general and
10 we may go to specifics, but let's
11 start with in general.

12 A. So the communication between
13 the battery controller in the system
14 is handled by the embedded controller
15 in the notebook, which is a
16 subcomponent. It is not the CPU.

17 Q. Okay.

18 A. So what specific about that
19 communication are you asking about?

20 Q. Well, the communication from
21 the battery that I am more interested
22 in is voltage and temperature that the
23 battery would communicate with the
24 CPU?

25 ATTORNEY WEINER:

1 Object to the form. Do
2 you understand what he is
3 asking, David?

4 THE WITNESS:

5 So are you asking for
6 battery current, voltage,
7 temperature, how that is
8 communicated, what specifics
9 --- I'm not ---.

10 BY ATTORNEY LICATA:

11 Q. What specifically is --- I'm
12 sorry. I didn't mean to cut you off.
13 What specifically is communicated
14 regarding those measurements?

15 A. Well, at a high level, the
16 current status of the temperature is
17 reported and a request for a
18 particular charge current and charge
19 voltage is requested from the battery
20 controller or notebook.

21 Q. Okay.

22 Regarding the battery pack that
23 would have been shipped with the
24 at-issue notebook, does HP have a
25 recommendation as to how long those

1 battery packs last?

2 A. In terms of charge cycles or
3 warranty, I believe --- I don't have
4 the warranty details of the particular
5 notebook.

6 However, we sell one and three
7 year warranties. I believe this
8 particular warranty most likely would
9 have been a three year warranty for
10 the system and a one year warranty for
11 the battery.

12 Q. And you mentioned charge
13 cycles. Does HP have a number of
14 charge cycles after which they
15 recommend you replace the battery,
16 speaking about the specific battery
17 that is shipped with the at-issue
18 notebook?

19 A. We do have a recommendation.
20 I'm not sure if we have that document.

21 Q. I hate to ask you to
22 approximate, but do you have an
23 educated guess as to how many cycles
24 that is?

25 ATTORNEY BETKE:

1 Objection to the form,
2 but you can go ahead and do it.
3 Michael can object. I'm
4 sorry. I can't help myself,
5 Josh.

6 ATTORNEY LICATA:
7 That's all right.
8 That's all right.

9 ATTORNEY BETKE:
10 Go ahead. You can go
11 ahead and answer it.

12 THE WITNESS:
13 I don't have the
14 document with me. I believe it
15 is roughly 300 charges per
16 cycle.

17 ATTORNEY WEINER:
18 David, my understanding
19 of the question is Josh is
20 asking you for your own
21 personal knowledge not on
22 behalf of HP.

23 ATTORNEY LICATA:
24 Right, that's fine.

25 ATTORNEY WEINER:

1 Correct.

2 ATTORNEY LICATA:

3 I just want to know
4 since we don't have the
5 document if he has an educated
6 guess and that's fine. It
7 doesn't have to be binding on
8 the 30(b)(6).

9 BY ATTORNEY LICATA:

10 Q. So you mentioned there's a one
11 year warranty on the battery that
12 would ship with the at-issue notebook.
13 If the battery fails within that one
14 year, does HP replace that battery
15 free of charge?

16 A. Yes.

17 Q. And do you know what the
18 requirements to meet the terms of that
19 one year warranty are?

20 ATTORNEY WEINER:

21 Object to form.

22 BY ATTORNEY LICATA:

23 Q. I can be more specific. Does
24 the battery have to not be able to
25 retain any charge at all? Does it

1 have to be at 20 percent of its full
2 power or whatever it is? You know,
3 you mentioned the battery health
4 earlier. Is there a certain criteria
5 that a user has to meet in order to
6 get that one year warranty and have HP
7 replace it for free?

8 A. I'm not aware of the details to
9 validate a specific warranty, approved
10 or not.

11 Q. Do you know what VDC stands
12 for?

13 A. Just to clarify, you said
14 victor bravo charley?

15 Q. Victor delta charley.

16 A. No. I can't say that I do. It
17 may help with the context.

18 Q. Okay.

19 So what if I represented to you
20 that the at-issue notebook could
21 operate at 18.5 VDC at 120 watts?

22 A. Oh, voltage DC.

23 Q. Okay.

24 So if I represented to you that
25 the at-issue notebook could operate at

1 18 and a half VDC at 120 watts or 19
2 and half VDC at 150 watts, can the
3 batteries themselves also run at that
4 VDC?

5 ATTORNEY WEINER:

6 Object to the form.

7 THE WITNESS:

8 No.

9 BY ATTORNEY LICATA:

10 Q. Why not?

11 A. The VDC you referenced
12 previously was the direct output of
13 the adapter into the notebook and
14 there's not a direct linkage from that
15 to the battery.

16 Q. Okay.

17 And although you may have
18 testified to this before, why isn't
19 there a direct linkage between the
20 adapter and to the battery?

21 A. Because the charging voltage
22 and current has to be carefully
23 controlled. There are --- there's a
24 battery charger sub-system within the
25 notebook computer that controls the

1 current and voltage to the battery
2 pack as the communicated levels have
3 been identified by the EC in the
4 notebook.

5 ATTORNEY LICATA:

6 While I'm thinking, I'm
7 going to mark the
8 Interrogatories as Plaintiff's
9 Exhibit 3.

10 ---

11 (Whereupon, Deposition
12 Exhibit Number 3,
13 Defendant's Answers to
14 Plaintiff's
15 Interrogatories, was
16 marked for
17 identification.)

18 ---

19 ATTORNEY LICATA:

20 And I referenced the
21 Notice, so I'll mark that as 4.

22 ---

23 (Whereupon, Deposition
24 Exhibit Number 4,
25 Amended Notice of

1 Deposition, was marked
2 for identification.)

3 ---

4 ATTORNEY BETKE:

5 Did you say
6 Interrogatory three?

7 ATTORNEY WEINER:

8 No. He's marking the
9 Interrogatories as Plaintiff's
10 3 and the Deposition Notice as
11 Plaintiff's Exhibit 4.

12 ATTORNEY BETKE:

13 All right.

14 I was responding to an
15 email someone sent me when you
16 said that.

17 ATTORNEY LICATA:

18 We're all guilty of that
19 at some point.

20 BY ATTORNEY LICATA:

21 Q. Are you aware that there was
22 surveillance video that captured this
23 incident on camera?

24 A. I heard there was a video
25 provided. I'm not privy to that.

1 Q. Okay.

2 Did you happen to read Mr.
3 Power's deposition transcript?

4 A. I'm not sure ---.

5 ATTORNEY BETKE:

6 No, that is not part of
7 our stuff.

8 ATTORNEY LICATA:

9 Okay.

10 ATTORNEY BETKE:

11 I only interjected
12 because he was looking at some
13 of our discovery responses,
14 Josh. I'm not sure if you saw
15 that, but --- it is not in our
16 discovery response.

17 ATTORNEY LICATA:

18 Okay.

19 Well, I'm winding down,
20 so if you have any questions
21 that's fine. I'm just going to
22 take a few minutes to look over
23 everything to see if I'm ---.

24 ATTORNEY BETKE:

25 Do you want to take a

1 few minutes to look at your
2 notes and then we'll come back?

3 ATTORNEY LICATA:

4 Sure, yeah, unless you
5 guys have anything.

6 ATTORNEY BETKE:

7 We're not going to.

8 ATTORNEY WEINER:

9 No, no questions.

10 ATTORNEY LICATA:

11 All right. Let me take
12 a look at this.

13 ---

14 (WHEREUPON, A SHORT BREAK WAS TAKEN.)

15 ---

16 BY ATTORNEY LICATA:

17 Q. I have just a couple questions.
18 and they're both referencing
19 Plaintiff's Exhibit 3, which is HP'S
20 Answers to Plaintiff's
21 Interrogatories.

22 Number 14, last paragraph,
23 three lines down there's a sentence
24 that starts with, in addition, HP
25 tests. Let me know when you see that?

1 A. You did say number 14?

2 Q. Third paragraph, three lines
3 down on the third paragraph, it starts
4 with, in addition, HP tests?

5 A. Yeah.

6 ATTORNEY BETKE:

7 You got it.

8 BY ATTORNEY LICATA:

9 Q. It says, in addition, HP tests
10 lithium ion battery cells by
11 overcharging cells at various voltages
12 to ensure they will fail safely and in
13 a benign manner.

14 Did I read that correctly?

15 A. Yes.

16 Q. So can you describe or can you
17 tell me to what degree these cells are
18 overcharged? Can you just give me a
19 voltage?

20 A. I don't know off the top of my
21 head. It may be listed in the spec or
22 the --- as well as the UL standard
23 parameters, but I don't have that at
24 hand.

25 Q. Okay.

1 A. Do you need us to find that?

2 Q. Well, I'm looking at what we
3 marked as Plaintiff's Exhibit 2, which
4 is Bates stamp HP003116. And it lists
5 a maximum charge current and a maximum
6 charge voltage.

7 A. All right.

8 That's for the pack.

9 Q. That's for the pack, not
10 necessarily the individual cells?

11 A. Right. And it is not
12 representative of the safety testing
13 parameters.

14 Q. Also, at the very end ---
15 Interrogatory 14 at the very end of
16 the first paragraph, it mentions that
17 the EliteBook's housing is also made
18 of UL 94 V-0 rated plastic, which is
19 self-extinguishing and will not
20 sustain combustion. Do you see that?

21 A. Yes.

22 Q. Do you know who makes that
23 plastic?

24 A. No, I do not know the supplier.
25 There's typically several suppliers

1 that are qualified for the chassis
2 plastic, and it is not something that
3 is tracked in the database.

4 Q. And you are saying if I wanted
5 to find what these battery cells are
6 overcharged to, it is somewhere in the
7 specs of the cells themselves?

8 A. It would be in the parameters
9 of the test, the overcharge test,
10 which is in the UL specification,
11 16.2.

12 ATTORNEY LICATA:

13 Okay.

14 I have nothing further.

15 Thank you very much.

16 ATTORNEY BETKE:

17 Okay.

18 Thank you. We want to
19 do a little housekeeping real
20 quick with you, Josh.

21 ATTORNEY LICATA:

22 Sure.

23 (WHEREUPON, AN OFF RECORD DISCUSSION
24 WAS HELD.)

25 ---

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DEPOSITION CONCLUDED AT 1:27 P.M.

* * * * *

1 COMMONWEALTH OF PENNSYLVANIA)

2 COUNTY OF INDIANA)

3 CERTIFICATE

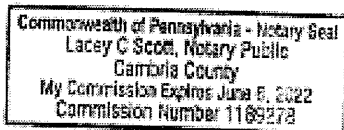
4 I, Lacey C. Scott, a Notary Public in
5 and for the Commonwealth of Pennsylvania, do
6 hereby certify:

7 That the witness, David Pipho, whose
8 testimony appears in the foregoing deposition,
9 was duly sworn by me on 11-27-18 and that the
10 transcribed deposition of said witness is a
11 true record of the testimony given by said
12 witness;

13 That the proceeding is herein recorded
14 fully and accurately;

15 That I am neither attorney nor counsel
16 for, nor related to any of the parties to the
17 action in which these depositions were taken,
18 and further that I am not a relative of any
19 attorney or counsel employed by the parties
20 hereto, or financially interested in this
21 action.

22 Dated the 8th day of December, 2018



Lacey Scott, Court Reporter

A	121:24	and/or 81:11	108:13	assembled
a.m 2:13	122:4, 9	106:21	110:14	12:5
able 115:24	additional	answer 8:10	116:9	assembly
Absolutely	84:7	22:17 28:2	approximate	30:24 31:4
41:20	105:10	53:3 55:20	113:22	37:13
AC 67:23	address 8:20	59:6 61:20	approxim...	assessment
75:7	8:21, 22	66:13	10:19 16:2	86:20
acceptable	9:2	74:12	16:6	Associate's
87:3 89:18	advanced	83:23 91:8	artifact	11:4
accurately	11:23 12:1	93:12 99:4	29:5, 8	assumption
126:14	13:22 14:2	102:22, 25	34:11	109:14
action	aforemen...	106:7	46:20	at- 26:12
126:17, 21	91:18 92:2	110:11	56:20	44:24
activated	92:17	114:11	57:25	95:19 98:7
92:14	agency 1:25	answering	58:14, 18	at-issue
active 83:25	agree 109:3	8:18 41:12	59:14, 15	26:15, 20
84:4 92:3	agreed 7:3	41:13, 14	as-shipped	26:24
actual 99:10	51:15 52:7	41:15	82:6	28:11, 20
adapter	ahead 25:11	92:20	aside 71:23	29:14, 16
57:25 58:7	28:24	101:4	asked 42:8	30:7, 16, 20
58:14, 15	48:17	Answers 5:8	62:7 81:2	31:7, 14
58:18	62:18	57:16	84:25	32:8 33:3
59:14, 17	71:15, 16	99:12	88:18, 19	33:22
59:22, 24	76:14	118:13	100:8	34:23
60:24 61:8	78:13 96:9	121:20	104:7	35:10, 22
61:16, 22	103:7	anyway 34:8	106:19	36:13, 19
62:1, 10	110:9	apologies	asking 8:16	38:9, 16
63:5, 8, 11	114:2, 10	100:15	24:17	39:6, 13, 20
63:17	114:11	apologize	28:19	42:17
64:16	Alan 7:21	28:1 38:24	40:16 41:4	43:23 44:3
66:16, 20	alarm 82:9	74:14	41:23	44:19 45:4
67:8, 11, 13	allow 76:7	88:16	45:15, 17	45:10 46:7
67:21, 23	85:20	apparently	45:18	46:25
68:9, 14	90:10, 16	51:22	46:11	47:16, 21
69:13	102:25	appears 61:1	66:20	51:7 53:25
70:19	108:17	82:10	69:11, 15	54:12
72:13 74:9	allowable	126:8	70:12	59:18, 23
74:19 75:5	89:25	applied 11:4	71:18 72:1	61:9, 17
75:7, 16	aloud 78:17	84:17	72:4 74:18	62:3, 11
97:24 98:2	78:19	appreciate	82:15 85:5	63:6, 8, 12
98:14, 16	Amended 5:11	52:1 56:4	85:7, 11	63:18 64:7
100:16, 19	21:25	appropriate	98:6 99:25	66:17, 22
101:25	118:25	18:25 75:8	100:12	70:24 71:3
117:13, 20	amount 16:21	approved	107:20	72:21 73:3
adapters	20:4, 8	27:15	109:10, 19	75:17 76:6
100:9	69:14	28:15	111:3, 19	79:16, 23
101:6, 10	amperage	82:11, 16	112:3, 5	80:7 81:7
addition	88:6, 21	82:21	114:20	81:14 82:8
78:1, 5, 21	amps 54:9	106:13	aspects	83:12
78:25 79:2	63:25	107:2	81:12	84:14, 18

47:19,20	118:1	55:16,24	board 14:6	camera 12:6
47:22	122:10	56:13 57:9	14:15	119:23
48:10,23	124:5	58:20 59:3	47:18	can't 8:5
50:23,24	beginning	60:3,8,13	93:21	34:4 55:19
51:2,6,8	2:12 51:13	61:24	boards 13:8	64:8,12
52:23	80:8	62:13 64:2	14:4,12	80:12
53:24	behalf 2:3	64:23	Boston 3:18	82:25 86:6
54:11 55:9	114:22	65:13 71:6	bottom 91:10	96:18
58:23	behavior	71:21	brand 26:5	110:15
59:16 79:5	48:9	74:11	brands 33:4	114:4
79:7,15,22	110:17	75:20 78:2	33:24	116:16
80:1,2,5	believe 15:2	78:14,24	102:14	capacity
81:6,8,12	22:2 29:14	80:10	bravo 116:14	19:2,10
81:23	54:3 56:11	82:13	break 64:20	87:3
82:11 83:1	56:14 57:4	84:19 85:4	65:4,12,15	captured
84:15 85:1	62:14	94:2,12	65:20	119:22
85:13,17	73:15	95:21 96:7	96:10 97:6	care 51:24
85:21,22	79:18	96:15	97:11,16	carefully
85:25 86:2	85:18 86:4	97:12	97:18,20	117:22
86:18,19	92:8 96:2	98:24 99:7	109:24	cart 23:25
86:19,21	98:4 105:5	99:21	110:6	case 1:6
86:24 87:9	113:3,7	102:23	121:14	26:13,21
88:5,6,16	114:14	103:6,21	breaking	26:24
88:20,21	bend 68:24	104:15	51:23	38:20
89:2,6,9	70:2,3	105:12,18	Bricklin	39:25
89:10,11	benign	108:16	3:10	47:19
89:16,19	122:13	109:18	bring 65:6	casing 25:21
89:23 90:5	Bennett 3:10	110:8	broad 24:17	25:23 26:3
92:21,25	bent 70:15	113:25	broader 55:4	categories
93:6 94:23	72:5	114:9	broke 9:10	55:18
95:3,18,23	best 8:8	119:4,12	14:20 33:7	104:19
101:16,21	80:20	120:5,10	33:13,15	category
102:11	104:21	120:24	43:25	55:4 59:4
103:18,20	Betke 3:15	121:6	63:14 80:8	108:20
104:10,13	3:16 6:9	122:6	building	caught 29:3
106:12,20	25:9 27:10	124:16	12:8	cause 18:21
107:1	28:25	better 14:15	built 12:9	91:17
108:12	29:21 30:1	15:6	bulk 21:20	cell 45:6
110:15,22	33:6,14	beyond 32:18	bus 12:15	46:13,17
111:13,21	35:12 36:9	34:1,7		105:10,16
111:23	36:21 37:3	45:25 90:6	C	106:1,6
112:6,19	37:16	92:17	C 2:6 3:1	cells 25:22
112:22	40:21 42:2	102:17	7:9 126:4	26:2,6,8
113:1,11	48:3,11	110:17	cable 66:12	31:5 35:3
113:15,16	49:2,6,10	binding	76:9	36:3,4,6
115:11,13	49:17,22	109:4	call 29:8	44:14
115:14,24	50:18	115:7	40:7	46:14,16
116:3	51:21	bit 9:11	called 7:12	47:22
117:15,20	52:11 53:2	33:16 56:7	17:19 67:8	50:24 87:9
117:24	53:10 55:2	106:10	86:1	92:25

controlled	95:25	44:13	71:16	21:10,25
117:23	105:2	45:14,16	76:14 99:2	50:1 77:10
controller	107:23	45:20 47:1	99:17	90:24
32:17,22	115:1	47:4,7,11	108:22	108:21
32:24	correctly	47:23,25	112:3	118:11,23
44:13 47:6	93:2	50:25 54:8	114:18	119:1,10
47:13	122:14	67:19,24	126:7	120:3
73:20 75:4	Coughlin	68:11	day 29:7	125:2
80:1 89:11	3:16	72:16	32:3 93:8	126:8,10
89:12 90:8	couldn't	92:24	126:22	depositions
90:10,13	44:8 103:9	93:11	DC 67:20	126:17
94:1	counsel 3:7	112:6,16	116:22	describe
111:13,14	3:13,19	112:18	DC-002EA 5:7	14:10
112:20	7:4 21:8	117:22	91:1	16:12
controls	51:15 52:7	118:1	deal 37:7	18:15
81:10 84:2	126:15,19	123:5	debug 13:8	44:10
92:18	COUNTY 126:2	Curriculum	13:16	45:19 46:2
117:25	couple	18:2	17:23	48:8 54:10
copper 68:18	121:17	curve 42:5	debugging	54:14
cord 70:1	court 1:1	custom 12:13	16:21	58:15 71:2
cords 100:9	2:7 52:4	customer	December	80:3 81:4
100:13	52:15	17:20,21	126:22	83:21
corporation	65:22	18:6,19	default	87:22
12:25 13:3	126:25	cut 79:17	70:21	91:23
15:24	Cox 2:10 3:4	84:6,11	Defendant	103:19
38:25 39:3	CPU 75:14	112:12	1:10 3:13	104:11
40:1 109:5	79:4 81:24	cycle 114:16	3:19 57:24	122:16
correct	84:1,3,8	cycles 86:25	Defendant's	described
13:19	88:1 92:4	87:5 113:2	5:8 118:13	40:20 41:2
14:24	110:22	113:13,14	define 68:5	42:7,10
23:20	111:5,16	113:23	degree	43:6 46:4
25:24,25	111:24		122:17	68:8 83:23
31:3 36:16	create 14:8	D	degrees 90:1	91:25
37:15	created 14:9	D 4:1 7:9	90:2,7,17	describes
38:18	14:12	19:16	delayed	41:1
41:21	creating	damaged	99:22	DESCRIPTION
42:19,22	14:5	73:11	deliver	5:4
49:5,16,21	criteria	dash 100:22	67:19	design 15:25
51:20	116:4	database	delta 116:15	16:4,10
55:23	critical	124:3	department	17:14 31:1
60:25	91:16,22	databases	43:2	31:2 35:8
62:20	91:24 92:6	23:11	depicted	35:24 36:2
66:23	92:13	Dated 126:22	66:8 69:3	36:4,23
70:11,17	cross 55:10	David 1:13	76:9	37:8 38:1
71:1 72:17	CT 23:9,25	2:3 4:3	depiction	38:22
72:18	CTP 63:9	7:11,21	76:17	39:14,19
75:19	97:3	21:5 22:17	deposition	40:6 41:3
76:11 78:7	curious	29:23	1:12 2:1	41:12,13
82:23	85:12	31:25	5:12 7:23	42:10,15
91:20	current 8:20	51:11 55:3	20:16	48:4,7,16

event 91:18	18:22	first 7:13	80:21	60:4, 9
exact 44:8	fair 103:3, 5	9:20 11:19	found 88:7	62:16 96:6
62:24	familiar	11:21 13:2	88:22	96:21
exactly 80:4	26:7	42:5 63:14	foundation	98:25
87:22	Familiar...	123:16	71:13	122:18
EXAMINATION	60:14	fit 103:10	four 9:7	given 126:11
4:4 7:16	fan 84:1	106:14, 21	91:9	gives 83:8
examined	87:14, 14	107:2, 12	free 115:15	go 16:25
46:18	92:5	five 9:16	116:7	17:24
example	far 68:16	65:14 91:9	Friday 2:10	25:11
69:21	fault 73:8	flip 60:10	3:4	28:24
exchanged	feature	flow 45:14	front 42:25	48:17
81:23	83:12, 21	45:16, 20	99:18	50:17
excuse 27:11	features	focusing	full 7:20	57:22
exhibit 5:1	85:8 91:19	68:14	116:1	62:17
69:13 77:8	92:2, 15, 22	FOLLOWING	fully 46:1	64:18
77:11	93:9, 16, 23	7:12	48:8	71:14, 16
90:22, 25	Fed. R. Civ. P	FOLLOWS 7:14	126:14	76:14
99:6 118:9	22:1	force 69:14	function	78:13
118:12, 24	Federal 3:17	forced 92:9	91:16, 24	81:15 96:8
119:11	feel 96:17	92:10	92:7, 14	103:7
121:19	field 11:2	foregoing	103:11	105:4, 7, 9
123:3	figure 76:10	126:8	function...	106:4
exhibits	105:21	forget 69:23	70:8, 13	109:25
21:9	filing 7:6	forgive 83:4	further	110:9
existed 86:9	final 30:24	forgot 52:14	92:20	111:10
experience	financially	form 5:7	124:14	114:2, 10
17:20 18:6	126:20	22:16 23:4	126:18	114:10
19:23	find 12:8	28:9 31:24	fuse 43:18	goes 80:22
experienced	46:21 51:9	31:25 35:2	43:18	84:10
87:1	85:14	51:17 52:9	future 18:24	89:13 90:3
expert 56:1	96:11	61:19 71:8		90:6
56:23	123:1	72:23	G	102:16
experts 94:8	124:5	75:21, 24	G 7:9	going 20:6
Explain	fine 29:20	76:14 82:1	gained 71:4	35:1 40:22
74:12	42:6 45:19	83:17 88:9	gears 56:6	41:17 47:8
external	96:14	90:25	106:10	56:6, 15, 16
46:16	114:24	106:17	general 32:3	65:1 83:9
eye 52:16	115:6	107:14	45:20 46:4	91:7 97:6
	120:21	108:15	87:24	97:11 99:9
F	finish 8:15	111:1	111:6, 9, 11	102:21
facility	8:17	112:1	generally	106:9
16:25	finished	114:1	22:13	108:17
factory	101:4	115:21	43:19	118:7
84:17	fire 96:4	117:6	44:10 72:2	120:21
87:15	firmware	formal 19:25	89:3	121:7
fail 47:14	73:19	format 23:19	getting	good 7:19
122:12	74:24, 25	23:22	53:22, 23	50:16 65:1
fails 115:13	75:3 79:25	34:20	give 14:15	65:3, 18
failure	93:24	forward	44:8 49:7	97:17

70:19	126:2	integration	involved	K
71:20	indicate	43:8	18:18	keep 25:4
72:14 73:6	87:25	interact	31:12 58:9	41:7 91:6
74:3,19	indicated	72:20 73:2	105:5	97:6,11
94:1	50:21	73:10 75:2	ion 20:13	kind 12:11
idea 65:3	74:21	110:13	24:3,4,11	18:3 24:16
identifi...	indicating	interacts	24:25	know 8:6,10
77:14 91:3	92:17	74:20	25:16	30:24 35:2
118:17	indicator	intercon...	92:25	35:6 36:5
119:2	86:23	45:23	122:10	37:7 41:21
identified	individual	interested	iPhone 83:7	44:9 45:8
5:4 22:14	87:9	111:21	isn't 117:18	46:16
23:1,6	123:10	126:20	issue 26:13	51:25
26:6 28:14	industry	interface	44:25	55:13,17
32:12	10:2 106:4	14:13	95:20 98:8	56:16
72:15	information	interfacing	98:15	57:24
118:3	26:11,19	81:18	it's 9:21	58:12,17
identifies	31:9 44:15	interjected	18:13	59:10
68:8	53:17 56:8	120:11	50:13	63:13,19
identify	62:21 63:3	internal	57:10 65:3	64:3,4,21
26:1,2,23	64:7 71:4	17:6,9	86:25	64:22 65:7
27:2 31:20	71:19	46:8,10,12	104:23	66:13
31:21	74:19	46:13,15		80:11
32:10	81:17,22	68:17	J	81:21 83:4
67:10,22	85:15	86:20	job 11:18,19	83:6 84:20
75:6 87:18	86:15	106:2	11:21,25	85:9 86:16
93:22	90:15 93:5	interposer	12:16,22	86:17
94:21	initial	14:12	13:1,6,20	94:13
identifying	34:14	Interrog...	13:24	100:12
18:20	74:15	5:10 57:17	15:20	102:8
imbedded	inputs	58:13	17:15 18:6	105:16
73:20 75:4	110:21	77:18	18:8,12,15	115:3,17
imperative	insert 69:12	118:8,15	19:1,10,20	116:2,11
8:2	inside 25:23	119:9	20:1,9	121:25
impolite	47:19	121:21	Josh 27:11	122:20
58:22	68:11	Interrog...	27:16 29:1	123:22,24
important	70:20	83:24 91:8	35:16 41:9	knowing
8:4,9	73:19 80:1	93:13 99:5	48:13 53:3	108:11
39:10 41:6	90:8	99:12	55:3 56:17	knowledge
104:23	insight	119:6	58:21	55:11
incident	14:16	123:15	80:11	103:1
34:12	installed	interrupt	82:14 94:3	108:19,23
56:10 93:8	12:5	47:1,4,11	96:8	109:3,11
119:23	Institute	47:24,25	102:24	109:20
included	10:16,18	51:1	114:5,19	114:21
85:19	instruction	Inventec	120:14	known 26:8
95:14	97:2	38:25 39:3	124:20	knows 55:5,7
including	instruct...	40:1	JOSHUA 3:3	
74:22	94:22	investig...	Judge 50:12	L
INDIANA	95:16	58:6,10		L 7:1

M				
MA 3:18	40:10 41:5	116:5	92:23	need 8:7
machine	41:15,16	memory 48:15	93:10	48:20,21
34:11	42:9 108:7	mentioned	monitored	50:22
Magnolia	mark 77:6	113:12	40:6	123:1
8:25	90:21	115:10	monitoring	neither
maintained	118:7,21	116:3	39:23	126:15
70:6	marked 77:13	mentions	40:19,23	night 21:7
making 31:13	91:2	123:16	41:1 47:7	nine 77:25
70:18 74:4	118:16	merger 17:17	monitors	78:3
malfunct...	119:1	message 23:8	42:15	nod 8:11
82:17	123:3	23:24	43:20	nomencla...
management	marking 95:9	70:21 73:5	morning 7:19	29:2
92:4	119:8	83:8	mother 14:4	nominal
Manager	markings	messaging	motion 51:18	54:15
19:21	26:7,25	74:3	52:10	non-appr...
manages	34:16,19	metal 68:18	mouse 85:14	83:1
32:24 40:8	match 62:15	Michael 3:9	mouth 80:13	non-HP 82:10
manner	62:24 63:3	114:3	move 17:19	108:13
122:13	80:13	Mike 71:7	69:4	nonfunct...
manufacture	material	75:22	moved 13:14	91:19
30:15,22	50:9 68:16	milliamps	15:22 16:3	92:15
31:22	matter 51:14	54:9	69:5,7,10	normal 24:8
32:11,14	maximum 54:1	mind 35:16	69:10,15	73:12
36:24	54:2,5,7	78:11	movements	normally
104:18	123:5,5	109:15	80:13	32:7 35:9
manufact...	McFarland	minute 65:15	moving 91:6	38:7,8
28:5 37:2	2:10 3:5	minutes	multiple	39:5,20
38:15	mean 14:10	120:22	28:23 35:7	42:16 45:4
40:14 69:6	16:12	121:1	44:21,22	71:19
73:12	23:17 35:3	missed 95:8	47:24 61:2	Notary 2:7
86:11	37:1 41:21	misunder...	74:21	126:4
manufact...	53:6,12	27:14		note 49:25
37:20	54:23	model 25:4	N	96:9,19
38:20,23	60:23	58:17	N 3:1 4:1	notebook
39:25	61:22	59:21 61:2	7:1,9	15:24 16:1
40:18	71:10 72:2	61:6,7	name 7:20	16:3,10,11
manufact...	85:24	62:16,17	9:17,20	17:14 24:8
31:12,17	86:21	62:24	10:15	24:19 27:3
32:19 98:1	98:11	64:11,16	19:16,18	27:4 28:16
98:6 99:13	102:19	81:14	42:25	29:13,16
107:10,18	112:12	98:19	100:21	30:8,17,21
108:8	measur...	102:5,8	names 17:11	31:7,15
manufact...	112:14	models 98:21	NATIONAL	32:8 33:1
28:7 30:6	mechanical	moment 65:9	3:19	33:3,22
31:5	66:11 70:5	110:1	near 83:5	34:23
manufact...	76:18,21	monitor 40:5	necessarily	35:11,23
30:12	76:25	40:15	109:10	36:13,19
35:24	mechanic...	42:20 79:6	123:10	37:25 38:9
37:10	103:10	81:8 84:14	necessary	38:16,22
	meet 115:18	84:25	81:10	39:6,13,21

31:13,19	104:24	percent	67:17 68:1	15:18,22
32:6,25	pages 60:17	64:13	71:5	16:8 17:15
33:2,21	61:7,14	116:1	Pipho 1:13	17:19,25
35:3,21,25	62:7	perfectly	2:3 4:3	20:5 69:6
36:12,18	paper 34:18	73:11	7:11,21,22	positive
37:20,24	paragraph	permit 75:17	126:7	43:14
38:6,14,20	77:24	personal	Pittsburgh	possible
39:4,8,19	92:19	8:21,23	2:11 3:6	62:23 63:7
42:16 43:4	121:22	69:20	3:12	69:18
43:12,22	122:2,3	108:18	place 33:8	84:13
44:2 46:12	123:16	109:2	Plaintiff	possibly
46:21 47:6	parameters	114:21	1:6 2:4	108:12
47:9,19,22	122:23	photo 56:11	3:7	power 1:5
48:10 51:2	123:13	photograph	Plaintiff's	24:7 29:6
52:23	124:8	56:20	5:9 21:8	32:2 45:22
54:11	part 31:21	57:12	57:16 77:7	56:9 58:1
58:23	32:13 42:5	photographs	90:21	58:16
59:16 79:5	63:15	34:15	118:8,14	63:21 67:7
79:15,22	71:12	46:19 56:8	119:9,11	67:10,14
80:2,5	93:12,24	94:6,7,15	121:19,20	67:18,20
81:6,24	95:8 105:6	94:17	123:3	70:22 73:7
87:10	120:6	physical	plant 30:12	75:19 76:1
89:16 90:5	particular	38:14	plastic	76:8 84:5
92:22 93:7	13:12	39:12	25:21 26:3	84:6,11
94:23 95:3	23:18 25:3	physically	123:18,23	92:12 93:7
95:18,23	26:9 28:10	30:11	124:2	97:23
101:16,21	51:2 75:9	93:22	plating	100:9,12
102:11	103:13	PI 32:17,20	68:19,21	116:2
103:18,20	108:23	picture 95:2	please 7:20	Power's
104:10,13	112:18	95:11	8:7 19:17	120:3
105:9	113:4,8	pictures	22:20	preparation
106:1	parties 4:6	26:14,22	33:17	20:16
110:23	7:5 35:7	46:23 93:5	35:16	present 3:21
112:22	126:16,19	93:14	41:20,25	93:17,23
118:2	parts 30:15	pin 67:2,2,3	63:16	pretty 9:6
123:8,9	30:19	67:10,10	75:22	18:7 77:24
packs 40:14	32:11 35:8	67:11,13	78:12,19	prevent 88:3
43:11	98:2	67:13,14	78:20	prevention
106:12,20	party 40:3	67:22 68:2	104:3	18:23
107:1	106:3	68:3,4,6,7	plugged	PREVIOUS
108:12	path 45:14	68:15,15	69:23,24	65:23
110:15	45:16,21	68:16,17	point 119:19	previously
113:1	45:25	68:23,23	pointed	68:7 70:15
page 5:1,3	67:20	69:2 70:2	53:11	117:12
6:1,3	PCB 47:18	70:8,13,19	portion	primarily
49:12,18	Pennsylv...	72:14,14	58:11 67:1	14:11
53:14	1:3 2:9,11	72:20 73:6	position	17:21
54:19 66:9	126:1,5	73:9 74:3	13:13,14	18:18
67:1 96:19	people 14:25	74:20	13:17,21	19:25 75:6
96:22	15:3	pins 67:6,7	14:19,23	primary

75:13 89:4	65:22	results	122:12	46:22
regulated	126:25	42:21	safety 40:1	52:16 58:2
72:16	represen...	résumé 18:3	60:18,19	58:4 67:2
regulation	40:12,17	retain	81:11 85:7	80:21
81:11	123:12	115:25	91:18 92:2	81:22 93:8
related	represented	review 20:15	92:15	96:10
126:16	116:19,24	20:18	103:17,19	109:24
relation...	reproduc...	21:24 22:6	104:9,12	120:23
43:12	1:23	22:10	105:10,17	121:25
relative	request	26:11,19	123:12	123:20
126:18	112:17	56:7 57:15	Saltzburg	seeing 57:7
released	requested	94:9 104:8	3:10	self-ext...
40:10	103:15	reviewed	save 92:11	123:19
reliability	112:19	20:23	saw 120:14	sell 113:6
18:14,17	require	21:19 22:4	saying 8:6	send 84:4
remaining	16:17	26:14,22	27:24 52:1	sense 29:22
87:2	105:8	93:4,6	58:23,24	64:25
remember	requirem...	right 10:21	59:8,9	sent 21:6
57:7	20:7	37:8,17	79:18	119:15
104:16	115:18	40:24	82:20 83:9	sentence
repair 13:8	requires	42:13	95:22	57:23 78:1
14:7	106:3	53:18,19	104:17	78:12,22
repairing	research	53:20 59:2	124:4	91:11,14
14:4	63:7	62:14 66:1	says 49:14	121:23
repeat 9:11	reservation	72:11 77:3	49:18	separate
9:20 14:21	51:16	95:12	91:15 96:3	41:8
22:8,20	reserve 52:7	96:17	122:9	104:19
35:17 44:1	resettable	100:24	schematic	separately
51:24	43:18	114:7,8,24	52:22	56:24
74:15	respect	119:13	53:12,16	sequence
79:19,19	25:10,13	121:11	school 10:5	23:14,18
80:9 88:17	36:11	123:7,11	10:6,9,22	serial 24:1
95:7	47:11	Road 2:10	Science 11:4	27:2 34:17
100:20	respective	3:5	scope 34:2,7	34:18
101:19	7:4	role 39:7,18	102:17,21	setting
106:22	responding	39:22	Scott 2:6	71:23
rephrase 8:7	119:14	roles 18:9	126:4,25	seven 65:15
replace 23:9	response	root 18:20	screen 81:16	91:10
23:24 95:6	99:15	roughly	82:10	ship 98:9,12
95:10	103:2	114:15	85:15	98:19
113:15	109:6	Rules 2:5	sealing 7:6	100:10
115:14	120:16	run 14:14	second 27:12	101:8
116:7	responses	117:3	49:7 60:10	115:12
report 60:18	120:13		98:25	shipped
reported	responsible	S	secondary	29:12,15
89:6,11	14:3,5	s 3:1,3 7:1	84:2	30:7,16,20
112:17	16:1 30:25	7:9 112:17	section	31:7,14
reporter 2:7	42:24 43:4	safe 79:9	55:10	32:7 33:3
8:13 52:5	43:7,11	93:1	see 16:5	33:22
52:15	47:7	safely	22:2 27:23	34:23

subject	82:12	43:19	technicians	117:18
103:17,20	84:16,23	64:20 65:4	14:6 15:4	testify
104:9,14	86:6 88:19	65:12,14	15:11,15	108:18
successful	95:13	69:12,24	Technolo...	109:2
92:18	96:24	77:17 85:6	11:24 12:1	testimony
Suite 3:11	98:10	96:10 97:6	technology	126:8,11
3:17	101:21	97:11,16	10:16,18	testing 16:9
summary	104:5	97:18	25:15 30:9	39:8,18,24
83:25	106:11,25	109:23	30:14,21	40:2 42:11
sun 83:7	109:22	120:22,25	36:1 37:21	103:17,19
supervisor	113:20	121:11	38:23	104:9,12
19:9,12	120:4,14	taken 2:3,5	tell 26:16	105:9,11
supplier	121:4	7:23 56:22	44:12	105:20
100:2	124:22	65:20 94:8	64:19	106:2,5
101:6	surveill...	97:20	66:15 90:9	123:12
123:24	11:23,24	110:6	101:1	tests 36:20
suppliers	12:1,6,7	121:14	105:19	37:1
43:13	12:13	126:17	122:17	121:25
98:17	119:22	talk 64:21	temperature	122:4,9
106:1	suspect	103:16	43:14,20	Texas 8:25
123:25	53:12	talking	44:14 84:3	9:5 10:7
supply 75:19	sustain	25:19	84:10,15	Thank 42:3
76:8 84:5	123:20	28:10 29:4	85:1,6,21	50:19
support	switch 56:6	29:11	86:18 87:8	52:13
13:15	106:10	36:10,22	87:20 88:2	124:15,18
105:17	sworn 7:14	36:23	89:5,10,19	Thanks 21:16
Supported	126:9	37:23 38:1	89:25 90:4	that's 14:24
16:9	system 40:7	38:4,5,10	92:23	17:16 25:5
supporting	43:5,7	38:13	93:10	25:25
15:15	73:16,25	39:11	111:22	29:20
17:21	74:1,4,9	40:24 50:8	112:7,16	38:10 39:5
suppose	74:23	53:15,18	temperat...	41:16
69:17	87:19,24	70:24 77:7	79:10 88:6	42:21 43:5
supposed	88:2 91:12	Tammy 9:18	88:22 89:2	45:19,24
72:3	91:15,17	9:21	ten 9:3	51:20 53:6
sure 9:13	92:1,7	TC 17:20	term 15:6	54:23
14:22	111:13	team 14:18	58:15	62:20,22
22:23	113:10	14:23 15:1	87:18 89:1	63:3 75:9
23:17	systems	15:3,6,8	terms 71:11	80:1,17
30:23	11:23 12:6	15:10,25	75:25	81:20 99:8
33:19	12:7,14	17:19 40:7	113:2	100:4
35:19 44:2	74:22	43:3,5,7	115:18	103:5
45:7 55:1		43:10 55:9	test 48:15	114:7,8,24
60:12 61:1	T	technical	124:9,9	115:6
61:12,14	T 7:1,1	10:14	tested 37:9	120:21
62:9 63:17	T-A-M-M-Y	technician	37:11,19	123:8,9
64:8,13	9:21	12:2,4	38:19,21	there's 35:7
68:19,25	table 69:25	13:5,7,11	testified	43:3,10,16
74:18	take 8:13	13:23 14:1	7:14 72:13	48:15
76:23	43:16,17	14:2	86:3 105:5	56:14

117:1,2,4	120:25	6:4 21:4	52:21	X 4:1
117:11	124:18	21:13	54:25	
verbally	wanted 62:6	22:15 23:2	61:21 62:8	Y
8:10	104:22	25:1 28:8	62:19 64:5	yeah 38:5
versus 39:14	124:4	31:23	71:17	53:6 55:1
victor	wants 78:15	33:12,25	72:10,24	61:12
116:14,15	warning 73:4	34:6,25	74:13	64:24
video 8:1	82:9 96:3	50:10	76:16 78:8	71:10 85:3
119:22,24	warnings	51:10 52:2	79:1 82:2	99:8 100:4
view 81:16	94:21	54:17	83:18	105:8
87:8,14	95:15	61:18 71:9	84:22	106:9
Vitae 18:2	warranties	72:22	88:10,25	121:4
voice 80:14	113:7	75:23	96:1,20,25	122:5
voltage 54:3	warranty	76:12	97:7 99:24	year 12:17
54:6,15,16	113:3,4,8	81:25	103:8	12:18,19
64:13	113:9,10	83:16 88:8	105:14,23	12:20
92:24	115:11,19	88:23 99:1	106:18	15:19 16:2
93:11	116:6,9	99:19	107:6,15	20:4 113:7
111:22	wattage	102:15	108:1	113:9,10
112:6,19	67:23 68:9	106:16	110:10	115:11,14
116:22	72:15 75:7	107:4,13	111:2	115:19
117:21	watts 63:21	107:24	112:4	116:6
118:1	116:21	108:14	114:12	years 9:3,7
122:19	117:1,2	110:25	117:7	10:8 11:6
123:6	way 41:18	111:25	126:7,10	11:8 13:13
voltages	42:14	114:17,25	126:12	19:4
79:10	49:23 63:2	115:20	won't 103:1	you're 38:13
122:11	64:17	117:5	108:2	39:11
volts 54:4,6	73:12	119:7	wondering	66:19
64:10,14	93:15,22	121:8	109:13	69:15
vs 1:7	ways 43:16	went 10:21	word 103:23	
	we'll 63:23	66:14	words 71:22	Z
W	80:21	WESTERN 1:2	work 8:21	zero 90:1
waived 7:7	96:19	what's 91:25	9:24 10:1	Zoom 3:21
want 20:23	105:6	wife 9:16,22	41:2 85:8	
27:12,16	121:2	wife's 9:17	88:15 89:8	0
27:18 37:6	we're 8:1	winding	103:11	002159 76:10
41:9 45:18	25:19 29:4	120:19	worked 13:2	002519 66:5
48:12	29:10	WITNES 82:24	14:18,22	76:18
51:12	36:10	witness 4:3	working	02110 3:18
54:18	40:24	7:12 21:11	18:19 20:9	03115 49:3
55:12 57:1	41:17	21:17	works 44:11	
58:21 59:5	49:11,23	22:19 23:5	87:23	1
64:20,21	50:8,16	25:12	wouldn't	15:5 21:21
78:16	59:8,9	27:25	85:8	77:8,11
80:19 97:5	61:14 69:3	28:18	wrong 14:16	1:27 125:2
97:10	77:5,6	29:24 34:3	76:19,21	10 99:5
104:1,20	119:18	37:18	76:24	10:05 2:12
109:23	121:7	38:11 48:6		100 64:12
115:3	Weiner 3:9	48:19	X	100-percent

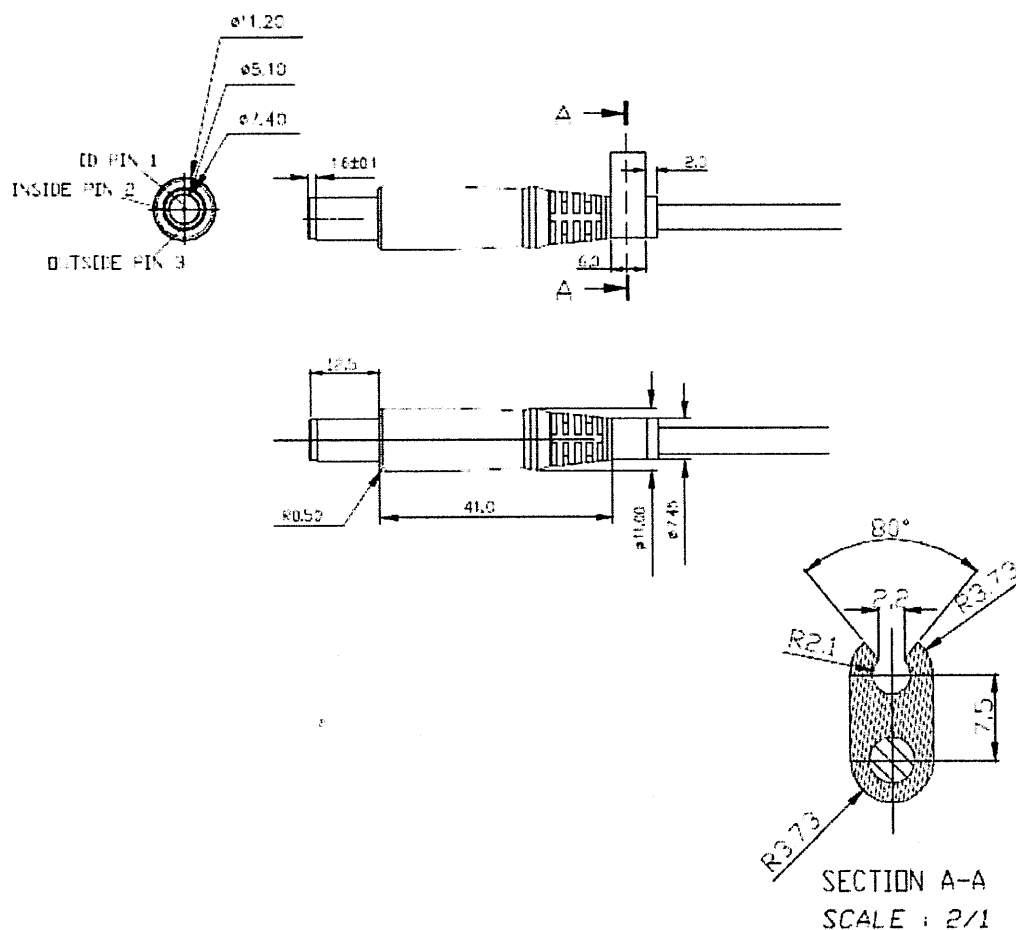
7.2. Input AC socket Type:

IEC 320 C6 Type

7.3. Output cable:

The output cable shall meet the electrical and MTBF requirements of this specification. The cable shall be UL wire style #1571, 2 X 16AWG and 1 X 24AWG. The connector shall be equivalent to FOXCONN JPD0038-506 and pin out as shown in Figure 1.

**FIGURE 1
OUTPUT CABLE**



Int. Model Name:
HP-OW121F13 3SELF

HIPRO Restr
A



Page 14

HIPRO
 HIPRO ELECTRONICS
CONFIDENTIAL
 HP002519

2.2 Rating

Item	Function	Specification	Remarks
1.	Nominal Capacity	68Wh**	0.2C discharge rate at 25°C 3.0V/cell cut off, Standard charge
2.	Minimum Capacity	66.7Wh**	
3.	Nominal Voltage	14.4V	OCV
4.	Rated Charge Voltage	16.4V	CC-CV Mode
5.	Maximum Charge Voltage	17.0V	
6.	End of Discharge Voltage	12.0V	
7.	Rated Charge Current	3,360mA	End of Charge Current < 240mA
8.	Maximum Charge Current	3,800mA	
9.	Maximum Discharge current	7.7A(peak)	⚡ at ambient temperature < 40°C ⚡ 88W(Continuous)
10.	Surge Current	30A	Duration Time < 0.8m Sec
		50A	Duration Time < 0.6m Sec
11.	Operation Allowable Temperature Range	0°C~45°C	Charge Initial Temperature
		0°C~45°C	Continuous Charging
		-10°C~60°C	For start of discharge below 0°C, The battery pack must have a charge > 80%
12.	Storage Temperature Range	-20~60°C: Max. 1 month -20~45°C: Max. 3 month -20~30°C: Max. 6 month	Each period shows 90% of initial discharge capacity can be assured after re-charged for shipping conditioned battery pack.
13.	Allowable Humidity Range	10~90% RH	Operational

** Battery Pack should be firstly charged and discharged for 3 complete cycles as a warm-up before performance capacity test.

PLAINTIFF'S
EXHIBIT

2

ology Co., Ltd.

Spec. No.

NBP8A82E2*

HP

Ver: 4.7

Spec. page

8/28

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

THOMAS POWER,

CIVIL DIVISION

Plaintiff,

Docket No.: 2:17-CV-00154-MRH

vs.

HEWLETT-PACKARD COMPANY,

Hon. Mark R. Hornak

Defendants.

Defendant HP, Inc. (named herein as Hewlett-Packard Company) makes this its answers to interrogatories. Based on a review of photographs, HP, Inc. believes it has identified the "at issue" artifact notebook computer in this case as an Elitebook Mobile WorkStation 8730w with a serial no. of CNU93328HY [hereinafter, the "at issue" artifact notebook will be referred to as the "Power Notebook."].

DEFENDANT'S ANSWERS TO PLAINTIFF'S INTERROGATORIES

1. Please state the full name, address, and title of any and all persons involved in answering these interrogatories.

ANSWER:

The Defendant objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege and/or the work-product doctrine. Subject to and without waiving the foregoing objections, the answers to interrogatories will be signed on behalf of the Defendant by Ivar Cuellar in his capacity as Program Manager, Global Risk for HP, Inc.

2. Please state how you or your business is organized (e.g. corporation, partnership, non-profit organization, association, joint-venture, etc.) and provide information relating to any of your subsidiary, parent companies, or corporations, which, may be related to the herein litigation.

ANSWER:

The Defendant objects to this interrogatory on grounds it is overly broad, vague, not reasonably calculated to lead to the discovery of admissible evidence, seeks confidential and proprietary information, and seeks information not relevant to the claims and defenses of this case. Subject to and without waiving the foregoing objections, the Defendant states HP, Inc. is a corporation that was formed in or around November 1, 2015. The named defendant herein, Hewlett Packard Company no longer exists. However, HP, Inc. is its successor for purposes of the product at issue in this case.



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WARRANTIES

3. Please identify all warranties, express or implied, that were made in relation to the sale or contract to transfer or distribute the at issue laptop and laptop charger, and if the warranty or guarantee was not made in writing or was made orally, please give the names of all parties involved and a complete description of what was represented.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states that it has no warranty record for Richard Sanderson (the alleged eBay seller) and the Power Notebook and has no first-hand knowledge of what, if any, warranty that the eBay seller may have provided to plaintiff at the time of sale to him. Defendant refers plaintiff to eBay for any information it may have regarding the terms and conditions of the sale from Sanderson to him.

PRODUCT LITERATURE

4. Please identify any and every piece of product literature related to the at issue laptop, including but not limited to, brochures, manuals, safety manuals, training materials, warranties or guarantees, safety bulletins, published safety notices, and all documentation relating to modifications, aftermarket products, or accessories. If available, please provide copies of said documents.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states that it has no knowledge of what, if any, product literature, including but not limited to, brochures, manuals, safety manuals, training materials, warranties or guarantees, safety bulletins, published safety notices and documentation relating to modifications, aftermarket products, or accessories documents warranty that the eBay seller may have provided to plaintiff at the time of sale to him.

DESIGN, MANUFACTURE, AND TESTING

5. Please state the date on which a working prototype of the at issue laptop model first existed.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the

CONFIDENTIAL

needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the defendant states the Elitebook 8730w model was brought to market in or around August of 2008. The specific Power Notebook was manufactured on 8/18/09.

6. Please state the date on which the at issue laptop, lithium ion battery, laptop charger and power cord were designed, manufactured, assembled and tested.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states that the artifact battery pack retained in evidence from the Power Notebook was not the original battery pack shipped with it, is not an HP-approved battery pack and is of unknown origin. Therefore, Defendant does not know when it was manufactured, assembled, tested or by whom. The Defendant does not know whether the artifact adapter is original to the Power Notebook. The manufacture date for the Power Notebook was 8/18/09. The manufacture date for the components original to the Power Notebook when it shipped from HP would have been: battery pack [week of 6/22/09]; adapter [week of 7/27/09]. Defendant states that each Elitebook 8730w notebook was subject to function and run-in testing after it was assembled and before it was shipped. Therefore, the Power Notebook would have been subject to function and run-in testing including both human and automated testing of its systems on or around 8/18/09. The particular component parts (lithium ion batteries, charger) would have been tested by their respective manufacturer/suppliers before being shipped for inclusion in the Power Notebook. In addition, Defendant states that the Elitebook 8730w and component parts thereof were subject to testing done to qualify for UL listing and CB certification.

7. Please state the name, home and business address of an individual, business, firm, or other organization that was in any way responsible for the design, manufacture, fabrication, testing, and/or quality control of the at issue laptop, lithium ion battery, laptop charger, power cord and any similar laptop models.

ANSWER:

Please see answer/objections #6 incorporated herein by reference. Further answering, Defendant states that the Power Notebook was assembled on behalf of the Defendant by Inventec Corporation incorporating component parts designed and manufactured by other entities including the original battery pack from STL Technology Co. Ltd. with Sony cells and an A/C adapter from Hipro Electronics Co. Ltd. Defendant states that the artifact battery pack retained in evidence from the Power Notebook is not the original battery pack, is not an HP-approved battery pack and is of unknown origin to Defendant.

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8. Please identify and describe in detail any and every test or inspection that was performed on the at issue laptop, lithium ion battery, laptop charger, component parts, and similar models of laptops prior to the at issue incident. Please provide the results of these tests and inspections if they exist.

ANSWER:

Please see answer/objections #6 incorporated herein by reference. Defendant states that the artifact battery pack retained in evidence from the Power Notebook is not the original battery pack, is not an HP-approved battery pack and is of unknown origin to HP and, therefore, Defendant does not know when it was tested or by whom.

9. Please identify and describe in detail the production, manufacturing, fabrication or assembly processes involved in creating the at issue laptop, lithium ion battery, charger and power cord.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, Defendant states that the Power Notebook was assembled on behalf of the Defendant by Inventec Corporation on or about August 18, 2009 originally incorporating component parts designed and manufactured by other entities including a battery pack from STL Technology Co. Ltd. with Sony cells and an A/C adapter from Hipro Electronics Co. Ltd. Defendant states that the artifact battery pack retained in evidence from the Power Notebook is not the original battery pack that would have shipped with it, is not a HP-approved battery pack and is of unknown origin to Defendant.

10. Please identify all suppliers and manufacturers of all original equipment suppliers of lithium ion laptop batteries, chargers and power cords defendant Hewlett-Packard used in and/or old with any and all of its laptops produced between January 1, 2005 through December 31, 2005.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states that vendor for the applicable component parts original to the Power Notebook were:

1. Battery Pack/Cells: STL Technology Co. Ltd/Sony
2. Power Adapter: Hipro Electronics Co. Ltd

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Further answering, Defendant states that the supplier name of other component parts original to the Power Notebook are set forth in the attached Exhibit A.

11. Please state the name, home, business address of each and every original equipment supplier and manufacturer of the at issue laptop, lithium ion battery, charger and power cord, and indicate the supplier and manufacture's relationship(s) to defendant Hewlett-Packard Company.

ANSWER:

Please see answer/objections #10 incorporated herein by reference.

11. Please provide a detailed list of any and all parts you obtained from the manufacturers and suppliers identified in Interrogatories Nos. 7 through 11 from January 1, 2005 through December 31, 2005.

ANSWER:

Please see answer/objections #10 incorporated herein by reference.

12. Please provide a detailed list of any parts you obtained from the manufacturers and suppliers identified in your answer to Interrogatories Nos. 7 through 11 lithium ion laptop batteries, power cords, chargers and/or component parts from January 1, 2005 through December 31, 2005.

ANSWER:

Please see answer/objections #10 incorporated herein by reference.

13. Please describe in detail the chemicals contained within the lithium ion battery(ies) used in the at issue laptop, whether those chemicals are normally contained in lithium batteries used in your laptops and other similar laptop models.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, Defendant states that the artifact battery pack retained in evidence from the Power Notebook was an after-market battery pack of unknown origin. Thus, Defendant has no knowledge of what chemicals were contained in it.

14. Please describe in detail any design and safety features built into the at-issue laptop to prevent overheating, explosions, and fires.

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ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, features of the Elitebook 8730w including the Power Notebook when it was originally shipped from HP include, but are not limited to, current limiting features (including those for secondary power supplies on the system board), the battery pack, and the A/C adapter which would have shipped with any Elitebook 8730w from HP. In addition, computer software logic in both the Elitebook 8730w's CPU and in the battery pack which would have shipped with it monitor and control the battery charge and discharge processes to ensure these occur at safe temperatures and voltages. The Elitebook 8730w furthermore includes multiple safety features to monitor its temperature and prevent it from operating at a temperature outside the allowable parameters. Multiple thermal sensors located inside and outside the CPU detect and measure the CPU temperature. If the CPU temperature rises, an embedded controller will cause the fan to increase speed to cool the system. If the CPU temperature continues to rise and the fan has reached its highest speed, an operating system-based mechanism called passive throttling will occur to slow the CPU, thereby reducing the temperature of the CPU. A second, independent mechanism called Hardware Thermal Control will also cause the CPU to slow, even in the event the fan and passive throttling mechanism are non-functional. An operating system-based "critical shutdown" function will cause the system to turn off even in the event the aforementioned safety features are non-functional. Two additional levels of hardware protection inside the processor include a "Thermtrip" mechanism and an internal sensor on the CPU's internal thermal sensor, either of which will shut off the main power supply in the event they are tripped. The Elitebook's housing is also made of UL 94 V-0 rated plastic which is self-extinguishing and will not sustain combustion.

Further answering, the Elitebook 8730w shipped with a battery pack which contains design features to monitor and control temperature, voltage and current to ensure the lithium-ion battery cells charge and discharge within safe ranges. The original battery pack furthermore contains a single-use fuse causing a shut down in the event of variation between individual cell charge states or an overvoltage condition.

The lithium ion battery cells contained in the battery pack which would have shipped with the Elitebook 8730w are equipped with safety design features, including a positive temperature co-efficient device and a current interrupt device. In addition, HP tests lithium ion battery cells by overcharging cells at various voltages to ensure they fail safely and in a benign manner. Only cells which pass inspection are placed on an Approved Vendor List enabling a battery pack manufacturer to use the cells.

15. Please identify any and all laws, rules, regulations, standards, statutes, ordinances, recommendations, or other requirements establishes by any local, state or federal government body or officer, whether legislative, executive, or administrative in character,

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which deal with, define, limit, or specify the design, manufacture, composition, distribution, and /or use of the at issue product or similar products.

ANSWER:

Defendant objects to this interrogatory on grounds it seeks disclosure of information subject to attorney-client privilege, seeks a legal conclusion, is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is limitless in its application and, as such, is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits.

RECALLS

16. Please state whether you were aware of any mandatory or voluntary recalls, warnings, or recommendations to modify or repair the at issue laptop, lithium ion battery, charger, and any of their component parts, or similar products, for the ten (10) years preceding this incident. If so, please describe each in detail and provide copies of relevant documentation.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states that the Elitebook Mobile WorkStation 8730w has not been subject to recall. Further answering, recalls related to other HP products or component parts thereof can be found on the website for the Consumer Product Safety Commission. As Defendant has previously disclosed to plaintiff, the artifact battery pack retained in evidence from the Power Notebook was an after-market battery pack of unknown origin. Thus, Defendant has no knowledge of whether it (or the cells therein) have been subject to recall.

17. Please state whether you ever issued or distributed any mandatory or voluntary recalls, warnings, or recommendations to modify or repair the at issue laptop or similar laptop models that use a lithium ion battery and charger products. If so, please describe each event or recall in detail, and provide all relevant documentation.

ANSWER: Please see answer #16 incorporated herein by reference.

18. Please state whether you have been involved in any lawsuits or litigation relating to similar events or alleged defects regarding the at issue product or similar products over the past ten (10) years.

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ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states that it is not aware of other lawsuits in the United States where it has been alleged that an Elitebook 8730w had caused a fire or caused personal injury by fire/burning.

REPORTS

19. Have you prepared any reports regarding the incident alleged in plaintiffs Complaint? If so, please provide the names of the persons or entities who prepared these reports, the dates of their creation, and please attach a copy of said reports hereto.

ANSWER:

Defendant objects to this interrogatory on grounds it seeks disclosure of information subject to attorney-client privilege, seeks a legal conclusion, is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, Defendant refers to the report from plaintiff related to this incident attached hereto as Exhibit B.

20. Please identify any plans, drawings, maps, photographs, films, schematic diagrams, electrical schematics, charts, graphs, recordings or any other writings related to this case or the at issue laptop. Please attach copies of the requested documentation.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant refers to its initial disclosure documents HP000001 – HP001494. Defendant further states that photographs, x-rays and a video from the examination of the battery pack from the “at issue” notebook computer have already been produced to plaintiff.

POST-INCIDENT ALTERATIONS

21. Please state whether you in any way changed the design, construction, manufacturing process, or materials used in the production process of the at issue laptop, lithium ion battery, and/or charger at any time after the incident described in the plaintiffs Complaint.

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If so, please describe these changes with specificity and attach all relevant documentation.

ANSWER:

Defendant objects to this interrogatory on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, the Defendant states it did not make any changes to the Elitebook 8730w or any component part thereof related to the incident in plaintiff's complaint or any other incidents.

WITNESS AND STATEMENTS

22. Please indicate whether you or any of your representatives have had any conversations with anyone having information relative to any of plaintiff's claims or the incident giving rise to this lawsuit. If so, please describe in detail and attach a copy of any notes, recordings, or compilations relating thereto.

ANSWER:

Defendant objects to this interrogatory on grounds it seeks information protected by attorney-client privilege and/or the work product doctrine, on grounds it is not reasonably calculated to lead to the discovery of admissible evidence, is overly broad, unduly vague and is not proportional to the needs of this case in light of the amount in controversy, the importance of this discovery in resolving the issues and the burden and expense of such discovery outweighs its likely benefits. Subject to and without waiving the foregoing objections, please see Exhibit B attached hereto.

23. Please identify any and every person you intend to call as an expert witness at trial in this case. Additionally, please provide their names, addresses, telephone numbers; the substance or facts to which they will testify or opine; the grounds for their opinions; any tests they performed or will rely upon; the backgrounds or areas of specialization of each expert; and the CV or other qualifications of each expert.

ANSWER:

The Defendant objects to this interrogatory on grounds it seeks information protected by attorney-client privilege and/or the work product doctrine, and seeks disclosure of expert information prior to the deadlines set by the Court's scheduling order(s). Subject to and without waiving the foregoing objections, the Defendant states that it will disclose the requested information pertaining to experts it expects to testify in conformity with the Federal Rules of Civil Procedure and the Court's order(s) on expert disclosure.

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24. Do you contend that the negligence or fault of another person or party to this action caused or contributed to the ultimate harm alleged by plaintiff? If so, please describe your assertions in detail:

ANSWER:

The Defendant objects to this interrogatory on grounds it seeks information protected by attorney-client privilege and/or the work product doctrine, and seeks disclosure of expert information prior to the deadlines set by the Court's scheduling order(s). Subject to and without waiving the foregoing objections, the Defendant states that it has no warranty record of Richard Sanderson (the purported seller of the "at issue laptop" to plaintiff) owning an Elitebook 8730w and, as such, has no first-hand knowledge regarding the alleged seller of the Power Notebook or what might have been done to the Power Notebook by him or before he owned it. Defendant has confirmed that the artifact battery pack retained in evidence from the Power Notebook was an after-market battery pack of unknown origin. Thus, if, as alleged, the battery pack malfunctioned and caused an injury to the plaintiff such would presumably be the fault of the parties responsible for the design, manufacture, sale and distribution of that battery pack. Defendant was not present at the time of the alleged incident and, therefore, does not have first-hand knowledge regarding whether the incident occurred, how it occurred and how plaintiff was using the Power Notebook at the time of the incident. Discovery is on-going and Defendant reserves the right to supplement this answer.

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The undersigned deposes and states under penalties of perjury, on this 30th day of January, 2018, I am the Program Manager, Global Risk Management with HP Inc., named herein as defendant Hewlett Packard Company in the above-captioned action. I have read the foregoing answers to interrogatories and know the contents thereof; that these answers were prepared with the assistance of counsel upon whose advice I have relied; that the answers set forth herein, subject to inadvertent or undiscoverable errors, are not all within my personal knowledge and there is no employee of HP Inc. f/k/a Hewlett-Packard Co. who has knowledge of all such matters; that the answers herein are based on and are, therefore, necessarily limited by records in and information still in existence, presently recollected and thus far discovered in the course of preparation of these answers; that I reserve the right to supplement or make any changes in the answers if it appears at any time that omissions or errors have been made or that more accurate information is available; that subject to the limitations set forth herein these answers are true to the best of my knowledge, information and belief.

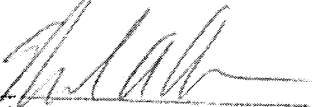
HP, Inc. named herein as
HEWLETT-PACKARD COMPANY

BY: 

Ivar Cuellar

Its: Program Manager, HP Inc.

As to objections,


Michael Weiner, Esq.
Bennett Bricklin & Saltzburg LLC
707 Grant Street
Suite 1800
Pittsburgh, PA 15219
(412) 894-4101
weiner@bbs-law.com

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EXHIBIT A

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Server Full Date: 1/22/2018 8:51:58 PM (UTC)

CNU93328HY

System Info (NEW TRACEABILITY / RAS)

[illegible]

Manufacture Site (brevet)

Small	Small
Large	Large

World Wide Recipes (Viter)

[illegible]

1000

[illegible]

EXHIBIT B

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Incident Information

Incident Number: 134076 Status: Unit Requested
 Incident Created: Aug 18, 2016

Originator Information

Name: John Camparone Source: Other
 Email: john.camparone@hp.com Call center ID:

Customer Information

Name: Thomas Power Phone: 412-733-8487
 Email: powerx1@gmail.com Incident Date: Aug 18, 2016
 Address: 424 Carothers Avenue
 Apt 5
 Carnegie, PA 15116
 Country: UNITED STATES
 Region: NORTH AMERICA

Product Information

Product Name: HP EliteBook 8730w Mobile Workstation Product Number: SF114UP
 Serial Number: Illegible Product Line: TA
 Personal Injury: Yes
 Property Damage: No
 Claim Against HP: Yes
 Customer Statement: "While using this computer, an explosion and fire burst out of the bottom causing 1st, 2nd, and 3rd degree burns to both of my legs resulting in a 20 day hospitalization. The cause may have been the power cord, the computer, the battery, or some combination of all."
 Description of Product Setup: On customer's lap, AC power attached.
 Description of Product Environment: In customer home.
 Description of Weather at the Time of the Incident: Unknown
 Additional Notes: Customer indicated he has retained an attorney and is not able to send the laptop to HP at this time. Note that the p/n listed is a representative p/n; unable to determine correct p/n due to extensive damage to laptop. Pictures have been provided.

Analysis Information

Born on Date: Tear Down Date:

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Site Received
Date:

Tear Down Team:

Reg Model No: HSTNN-I43C

Picture Count:

Picture Count

Flash Count:

Battery Charge
Cycle Count:

Firmware Rev. No:

Unexpected
Findings: No

Battery Returned:

Pens Returned:

Power Supply:

Power Supply
Specs:

Power Cord:

Justification: Based on the documented symptoms, this incident qualifies for review. Please have unit captured for evaluation.

Observations: Paul C. 8/19/2016
Attached pictures show the following:
- AC adapter label: CT# 5979c0cymv808x
- D cover with severely damaged battery pack, one cell visible
- A cover with large black trace starting from the battery pack location
- AC adapter with DC cord insulator partially melted

Safety Comments:

Affected Parts:

Conclusions:

Next Steps:

Additional Comments

Incident
Summary

Incident Information

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

THOMAS POWER,

CIVIL DIVISION

Plaintiff,

Docket No.: 2:17-CV-00154-MRH

vs.

Hon. Mark R. Hornak

HEWLETT-PACKARD COMPANY,

Defendants.

AMENDED NOTICE OF DEPOSITION PURSUANT TO FED. R. CIV. P. 30(B)(6)

TO: COUNSEL FOR DEFENDANT
Michael A. Weiner, Esquire
Bennett, Bricklin & Saltzburg LLC
707 Grant Street, Suite 1800
Pittsburgh, PA 15219
weiner@bbs-law.com

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), Plaintiff will take the depositions upon oral examination, to be recorded by stenographic means and/or videotape, at the offices of the Law Offices of Friday & Cox LLC, 1405 McFarland Road, Pittsburgh, PA 15216, of HP, Inc. (named in Plaintiff's Complaint as Hewlett-Packard Company and hereinafter "HPI"). HPI is requested to designate the person or persons most knowledgeable and prepared to testify on behalf of HPI concerning the subject matter described in **Exhibit A**, attached hereto. The deposition(s) will commence at 10:00 a.m. on November 27, 2018. If necessary, each deposition will be adjourned until completed.

Dated: November 21, 2018

Respectfully submitted,

FRIDAY & COX LLC

/s/ Peter D. Friday
Peter D. Friday, Esquire
Pa. I.D. # 48746
pfriday@fridaylaw.com



Jesse A. Drumm, Esquire
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Tele: (412) 561-4290
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Attorneys for Plaintiff

EXHIBIT A

The “subject laptop” shall refer to the HP EliteBook Mobile Workstation, model number HP8730w identified in Plaintiff’s Complaint filed in the above-captioned matter.

At the time of the deposition, the Corporate Designee is to testify to the following matters known or reasonably available to Defendant:

1. The design of the subject laptop
2. The battery pack and cells sold with the subject laptop
3. Battery packs and cells approved for use in the subject laptop
4. The power adapter sold with the subject laptop
5. Power adapters approved for use in the subject laptop
6. How HP, Inc. determined the artifact battery pack was not original to the subject laptop
7. Warnings provided with the subject laptop
8. Safety features of the subject laptop related to heat protection
9. Safety Testing of the subject laptop
10. Safety testing of component parts in the subject laptop
11. The identity of non-HP entities involved in the design and manufacture of the subject laptop
12. Any non-privileged investigation into the incident alleged in the Plaintiff’s Complaint
13. Information contained in HP, Inc.’s answers to interrogatories
14. Recalls of the subject laptop or component parts sold therewith
15. Safety features of the subject laptop related to battery charging
16. Safety testing of the subject laptop battery pack and cells